

Handbook for Classified Personnel

**Eastbrook Community Schools Corporation
560 S 900 E
Marion, Indiana 46953
765-664-0624**

www.eastbrook.k12.in.us

**Board Approved
July 11, 2023**

| |
|---|
| This manual supersedes and replaces all previously issued handbooks. |
|---|

Table of Contents

| | Page |
|--|------|
| Introduction | 1 |
| Welcome | 1 |
| School Corporation Rights | 1 |
| At-Will Employment | 1 |
| Equal Employment Opportunity | 1 |
| Affirmative Action Statement | 1 |
| Internal Complaint Review Procedure | 3 |
| Purpose and Scope | 3 |
| Procedure | 3 |
| Appeal | 3 |
| Non-Retaliation | 3 |
| General Compensation Information | 4 |
| Reasonable Assurance Statement | 4 |
| Employee Classification Hours of Work | 4 |
| Fair Labor Standards Act Provisions | 4 |
| Overtime Compensation-Hourly Employees | 4 |
| Defined Work Week | 4 |
| Work Schedule | 5 |
| Volunteers | 5 |
| Employee Service Records | 5 |
| Time Cards | 5 |
| Reporting of Absences | 5 |
| Adjustment to Work Schedules | 5 |
| School Cancellation | 6 |
| School Delays | 6 |
| Early Dismissal | 6 |
| Make Up Days | 6 |
| Payroll Direct Deposit | 6 |
| Leaves and Absences | 7 |
| Sick Leave | 7 |
| Personal Leave | 8 |
| Bereavement Leave | 9 |
| Paid Vacation Days | 9 |
| Paid Holidays | 10 |
| Jury Duty | 10 |

| | |
|---|----|
| Family and Medical Leave Act | 11 |
| FMLA Leave Eligibility | 11 |
| Reasons for FMLA Leave | 11 |
| Serious Health Condition | 11 |
| Leave Year | 11 |
| Compensation for FMLA Leave | 12 |
| Intermittent or Reduced Hours Leave | 12 |
| Job and Benefits Security | 12 |
| Continuation of Group Health Plan Coverage | 12 |
| Employee Notice Requirements | 12 |
| Health Care Provider Certification | 13 |
| Non-Discrimination/Non-Retaliation Policy Statement | 13 |
| Jointly Employed Spouses | 13 |
| Employee Benefits | 14 |
| Medical Insurance | 14 |
| Vision Insurance | 14 |
| Life Insurance | 14 |
| Long-Term Disability Insurance | 14 |
| Employee Paid 403(b) Plan | 15 |
| Workman's Compensation Insurance | 15 |
| Retirement Program | 15 |
| Severance Pay | 16 |
| Health Insurance Benefits for Retirees | 16 |
| School Nutrition Service Employee Meal Policy | 16 |
| Employee Conduct | 16 |
| Employee Work Rules | 16 |
| Evaluations | 18 |
| Dress Code | 18 |
| Miscellaneous | 19 |
| Posting of Vacancies | 19 |
| Promotion, Transfer, Demotion or Reduction in Force | 19 |
| Open Door Policy | 19 |
| Sexual Harassment Grievance Procedure | 20 |
| Title IX Discrimination Complaint Procedures | 29 |
| Benefits Summaries | 31 |

Introduction

Welcome to Eastbrook Community Schools Corporation. You have become part of a corporation whose mission is to create an environment which guides, develops, and reinforces the success of all people served.

This handbook outlines and explains Eastbrook Community Schools Corporation's employment practices and policies. This employee handbook also summarizes current school corporation benefits. Details to each position are included in the Wage & Benefit Summaries at the end of the handbook.

By adopting this employee handbook, the Board of School Trustees of Eastbrook Community Schools Corporation has consolidated various employment procedures for consistency in administration among classified personnel. This employee handbook should be regarded as a set of guidelines only and is not a contract. Neither the policies in this manual, nor any other written or verbal communication by a school corporation official, administrator, or supervisor are intended to create a contract of employment or a warranty of benefits. The policies in this manual may be amended, modified, deleted or otherwise changed by the Board of School Trustees without prior notice. This handbook supersedes and replaces all prior employee handbooks, policies or procedures. Please consult the superintendent if you have any questions about the policies or procedures in this manual.

Employment by the school corporation does not guarantee placement or continued placement in any one school or in any particular job. Eastbrook Community Schools Corporation shall decide the policy, methods, safety rules, direction of employees, assignment of work, and equipment to be used in the school system. Eastbrook Community Schools Corporation determines the hours of work, the right to hire, terminate, discipline, promote and transfer employees, or to release employees for lack of work and other reasons. The exercise of the above rights shall not be used for the purpose of unlawful discrimination against any of the school employees.

Eastbrook Community Schools Corporation has a separate policy manual for the Transportation Department. Therefore, the foregoing policies are inclusive of all classified personnel with the exception of bus drivers.

At-Will Employment

Eastbrook Community Schools Corporation has an "at-will" employment policy, which means that the term of employment is for no definite period and may be terminated by the employee or by the school corporation at any time and for any reason, with or without cause or advance notice.

Equal Employment Opportunity

It is Eastbrook Community Schools Corporation's policy to provide equal employment opportunity for all applicants and employees. The school corporation does not unlawfully discriminate, deny benefits to, nor exclude anyone from participation on the basis of sex, race, national origin, age, religion, disability, or color of skin or any other characteristic protected by applicable law. Eastbrook Community Schools Corporation will fully comply with the provisions of the Americans with Disabilities Act of 1991 as amended.

This non-discrimination policy applies to all areas of employment including recruitment, hiring, training, promotion, compensation, benefits, transfer and social and recreational programs. It is the responsibility of every supervisory personnel and employee to conscientiously follow this policy. Any employee having questions regarding this policy should discuss them with the Superintendent.

Employees are expected to behave in a professional, appropriate, and civil manner, with integrity, at all times and not engage in any behavior that may reflect poorly on Eastbrook Community Schools Corporation or otherwise tend to harm the reputation of the School.

Eastbrook Community Schools Corporation is committed to a work environment in which everyone is treated with respect and dignity. Each employee has the right to work in a safe, professional atmosphere that promotes equal employment opportunities and does not tolerate unlawful discriminatory practices, including harassment. Therefore, Eastbrook Community Schools Corporation expects that all relationships in the workplace and at work-related functions will be appropriate, civil, and free of bias, prejudice, and harassment.

All employees, vendors, independent contractors, temporary employees, students, and visitors shall be treated with courtesy and respect at all times. Conduct that threatens, intimidates or coerces any employee, vendor, independent contractor, temporary employee, student, or visitor will not be tolerated. Eastbrook Community Schools Corporation property and resources may not be used to threaten, stalk, or harass anyone inside or outside the workplace.

In addition, under no circumstances shall any type of harassment of any employee be tolerated. "Harassment" is unwelcome conduct of a sexual or racial or other similar nature that is sufficiently persistent or offensive to unreasonably interfere with an employee's job performance or create an intimidating, or hostile or offensive work environment. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other unwelcome verbal or physical conduct of a sexual nature. Furthermore, actions, words, jokes, or comments based on an individual's sex, race, ethnicity, national origin, age, religion, disability or any other legally protected characteristic will not be tolerated.

If an employee believes that s/he or another employee has been subject to or witnessed potentially dangerous, harassing, threatening, hostile, or coercive behavior, circumstances, or situations, s/he should report the incident to his or her supervisor, the School's compliance officer, and/or the superintendent as soon as possible. The employee may be asked to provide a written statement about the incident(s). An immediate and impartial investigation and appropriate action to remediate or prevent any prohibited conduct from continuing shall be promptly undertaken by management. Eastbrook Community Schools Corporation will not take any disciplinary or other adverse action against any complaining party, victim, or witness in relation to the reporting of the incident(s), cooperation with the investigation, or other involvement in any incident of harassment or investigation thereof. Adverse action shall only be directed to the perpetrating party, if appropriate. Retaliation by any employee against any other employee for reporting alleged improper or wrongful conduct in good faith is strictly prohibited.

Any supervisor or administrator who becomes aware of possible sexual or other unlawful harassment or other concerning behavior should promptly advise the School's Compliance Officer and/or the Superintendent.

Anyone engaging in sexual or other unlawful harassment or any other inappropriate behavior will be subject to disciplinary action, up to and including termination of employment.

Employees should promptly notify Eastbrook Community Schools Corporation of any protective or restraining order that they have obtained that lists any Eastbrook Community Schools Corporation premises, directly or indirectly, as a protected area.

Internal Complaint Review Procedure

Purpose and Scope

The purpose of the Internal Complaint Review Procedure is to allow all employees of Eastbrook Community Schools Corporation the opportunity to seek internal resolution of their work-related complaints. This policy is intended to supplement the “Open Door Policy” set forth in this handbook, which states the philosophy of Eastbrook Community Schools Corporation that all employees have free access to their immediate supervisors or to other school corporation administrators of their choice to informally express their work-related concerns.

Procedure

1. Filing of Complaint

The employee should file a written complaint with the building level administrator as soon as possible after the events that give rise to the employee’s work-related concerns. The written complaint should set forth in detail the basis for the employee’s complaint.

2. Investigation

The written complaints will be logged and the employee will receive an acknowledgment that the complaint is under review.

The building level administrator investigates the complaint, meeting separately with the employee and with others who are either named in the complaint or who may have knowledge of the facts set forth in the complaint. The school corporation will attempt to treat all internal complaints and their investigation as confidential, recognizing, however, that in the course of investigating and resolving internal complaints some dissemination of information to others may be appropriate.

Upon completion of the investigation, the findings and conclusions are discussed with the employee. If the complaint is resolved satisfactorily, the terms of the resolution should be recorded and signed by both the employee and the building level administrator.

3. Appeal

If the complaint is not resolved satisfactorily, the employee may submit a written request for review of the complaint to the superintendent. Upon completion of the appeal review, the employee should receive an explanation of the conclusion reached and the reasons for that conclusion. Decisions resulting from appeal reviews by the superintendent will be final.

4. Non-Retaliation

If an employee has filed a complaint in good faith, the employee should not be disciplined or otherwise penalized because of the complaint, regardless of whether or not the complaint is substantiated. If it appears that the complaint was not filed in good faith, approval of the superintendent should be obtained before taking any action.

Retaliation by any employee against any other employee for reporting alleged improper or wrongful conduct in good faith or participating in or cooperating with an investigation in good faith is strictly prohibited.

General Compensation Information

Reasonable Assurance Statement

New classified personnel are notified upon hiring as to the length of their work year or number of working days. They are also provided with a schedule of established and customary vacation periods or holiday recesses. Upon accepting employment with Eastbrook Community Schools Corporation, classified employees understand that they have reasonable assurance that their job will continue after the vacation/holiday.

Employee Classification Hours of Work

The length of the workday will vary according to assignments and terms of employment. In general, personnel are classified by the number of hours worked weekly and the length of annual employment. This separates personnel into the following categories:

- Part time - less than 20 hours per week, regardless of the length of annual employment
- Part time - 20 hours per week but less than 30 hours per week, working at least 180 days per year
- Full time - 30 hours or more per week, 180 days per year
- Full time - 30 hours or more per week, 209 days per year
- Full time - 30 hours or more per week, 260 days per year

Fair Labor Standards Act (FLSA) Provisions

Overtime Compensation - Hourly Employees

Employees covered under the Fair Labor Standard Act (FLSA) must be paid time and one-half their hourly rate when they work more than 40 hours during the defined seven (7) day work week.

Overtime may be authorized only by a supervisor and will be used primarily to address circumstances of an emergency or temporary nature. Non-exempt (hourly) employees who work overtime without prior approval from a supervisor may be subject to disciplinary action up to and including discharge. When possible, supervisors may utilize flexible scheduling within the 7 day work week to minimize overtime worked.

For purposes of applying the FLSA, the forty (40) hour total does not include hours for which the employee is paid but did not work, such as sick days, vacation days, personal days, paid holidays, etc. Hours not worked and not paid, such as unpaid lunch, unpaid approved leave, unpaid vacation, etc. do not count in the forty (40) hours. If an employee receives pay for their lunch period, the lunch period is part of the forty (40) hour total. Employees who regularly perform work in more than one position are eligible for overtime when their total time from all positions exceeds forty (40) hours during the designated work week.

Defined Work Week

Work week is defined as the seven (7) day period of time beginning 12:00 Midnight Sunday through 11:59 p.m. Saturday.

Work Schedule

Eastbrook Community Schools Corporation reserves the right to establish shifts of work. Employees are assigned to a scheduled work week and shift when hired by the Board of School Trustees. These assignments may change during the course of employment. When there are changes in an employee's work week or shift assignment, the employee will receive as much notice as possible. Custodial and maintenance personnel are expected to respond to emergencies as the need may demand.

The employee's immediate supervisor, with the approval of the superintendent or his/her designee, will approve all changes in the number of days and the number of hours an employee works.

Volunteers

An individual is considered to be a volunteer if the following conditions are met:

- Services are performed for which no compensation is received beyond expenses of a nominal fee; and
- Services rendered are not the same type services that the individual is employed to perform for the school employer.

Example: A custodial employee wishing to volunteer as a lay coach for a sports team is not considered an employee while volunteering.

Employee Service Records

1. Time Cards

All classified hourly personnel are required to record hours of work on approved forms. The time cards are to be forwarded to the building level administrator every two weeks for submission to the corporation's Administration Office. The time cards must be accurately and entirely completed. Time cards are a legal document and extreme care should be taken to ensure that the time worked is correct and reported only by the employee. Falsification of records may lead to immediate dismissal. **All time recorded on time cards is to reflect actual hours worked.**

2. Reporting of Absences

Classified personnel must notify their building level administrator or his/her designee at the earliest possible time in the event of an absence from work. **All personnel must have permission from their immediate supervisor to leave from their job during the workday.**

Adjustment to Work Schedules

As a rule, those employees whose work load and schedule is determined by students being present will not report to work when students are not in session.

The superintendent or his/her designee may make exceptions to the policy.

The following guidelines will be followed when work schedule changes are required due to inclement weather:

School Cancellation

When school is canceled due to weather related or emergency conditions, the work schedule for classified personnel is as follows:

- a) Twelve-month classified personnel will report to work as soon as safely possible. However, with their supervisor's permission, a personal business day, vacation day, or non-paid day may be used on these days.
- b) All other classified employees will not report to work unless permission is granted by the appropriate supervisor.

Indiana Statute requires that any missed day due to inclement weather or an emergency be made up unless a waiver is granted by the Department of Education.

School Delays

If school is delayed due to weather conditions or any other cause, all classified personnel are to report to work at the regular time **except** instructional assistants, aides, and the nurse. The nurse will adjust his/her schedule according to the student schedule in effect. The instructional assistants and aides will work no more than 5 hours on a school delay day. Employees' time cards are to reflect the hours actually worked.

If a delay is changed to a cancellation, the custodial/maintenance personnel will work regular hours. The office personnel and food service personnel may leave when their work has been completed. The employees will be paid for the hours worked. The instructional assistants and aides will not report to work and therefore no payment will be due.

Early Dismissal

Weather conditions may deteriorate during a school day or another situation may occur that would require early dismissal from school. Notification of early dismissal will be made through radio announcements, Skylert telephone calls and P.A. announcements in the schools. Office personnel and custodial/maintenance personnel will work their regular schedule. Instructional assistants and aides will be dismissed once students are released and the employees will be paid for hours worked. Food service personnel will be dismissed when their duties have been completed, and they will be paid for hours worked.

Make-up Days

If the school year is extended to make up a day canceled during the regular school year, classified personnel will report to work at the regular scheduled time. *School days that aren't made up due to the granting of a waiver by the Department of Education or if an E-Learning Day is utilized as a make-up day, classified employees will not report to work and, therefore, will not be compensated. (*Update approved 11/23/15)

Payroll Direct Deposit

Direct deposit of payroll checks is mandatory for all Eastbrook Community Schools Corporation employees. ECSC will provide direct deposit services through the National Clearing House Association (NACHA). Employees may select financial institutions for their direct deposit by completing the Direct Deposit Authorization form provided by the Administration Office. The direct deposit will be processed provided that the identified financial institution is capable of receiving such deposits.

Leaves and Absences

Paid leave days will be accredited to the eligible employee's account on the employee's first working day. The number of paid leave days will be prorated for the time between the first working day and either January 1 or the first day of school, depending upon the employee's job classification. A full complement of sick, personal business, and vacation days, if applicable, will be credited to the employee on January 1 or the first day of school each year.

Employees may use sick and personal time in half day or full day increments and will record the day(s) used on the Request for Approved Leave absence form for the supervisor's approval. The hours will correspond with the length of the employee's average weekly hours as approved by the Board of School Trustees (i.e., a 40-hour employee will receive 8 hours of pay for each sick or personal day used.)

The employee will not be eligible for payment of any accrued but unused paid time off (PTO), i.e., sick, personal business, and/or vacation, if an employee is involuntarily terminated by the school corporation. The employee may not use PTO during the time from notification of termination to the date of departure, nor may the employee accrue PTO.

Medical leaves of absence of more than 2 weeks or when the employee does not have any additional sick days available shall require approval from the Superintendent and Board of School Trustees. For FMLA leave, see section below.

Temporary status, substitute and long term substitute employees are not eligible for paid leave time.

Sick Leave Days

Employees will notify their immediate supervisor or his/her designee as early as possible if unable to report for duty. The school corporation reserves the right to request a physician's statement to verify the nature of the illness and release to return to work. See Family and/or Medical Leave Policy in this handbook.

Each twelve (12) month employee shall be granted a total of ten (10) days each year. Unused days shall accumulate each year to a maximum of seventy (70) days. Sick leave days are awarded on January 1 of each year. In the event the employee must take an FMLA-related leave of absence, or for employees hired during the calendar year, the number of sick days awarded when the employee returns to work or is employed to work, will be prorated based on the number of days the employee will be working for the remainder of the calendar year.

Each eligible nine (9) and ten (10) month hourly employee and the contract employees shall be granted a total of seven (7) days each year. Unused days shall accumulate each year to a maximum of fifty-five (55) days, with the exception of the hardware/software support technician, the food service director, and the school nurse who shall accumulate to a maximum of seventy (70) days. Sick leave days are awarded on the first day of the school year. In the event the employee must take an FMLA-related leave of absence, or for employees hired after the first day of the school year, the number of sick days awarded when the employee returns to work or is employed to work will be prorated based on the number of days the employee will be working for the remainder of the school year.

The athletic director and business manager shall be granted a total of twelve (12) sick days the first year of service and a total of ten (10) days every year thereafter. Unused days shall

accumulate each year to a maximum of one-hundred eighty-eight (188) days. Sick leave days are awarded on July 1/August 1 of each year. In the event the employee must take an FMLA-related leave of absence, or if this position is filled during the year, the number of sick days awarded when the employee returns to work or is employed to work, will be prorated based on the number of days the employee will be working for the remainder of the contract year.

Employees may use sick leave days for personal illness or injury and doctor and dental appointments. Up to fifteen (15)* days may be used for illness in the immediate family. Immediate family is interpreted to include husband or wife, son and daughter, and the following relatives of either husband or wife: mother, father, brother, sister, or a member living in the home of the employee. The employee may be asked to verify the nature of the illness to their supervisor. **Family illness leave may also be taken in the event of the birth of a child by the employee's spouse. (*Update approved 8/11/14; **Update approved 11/23/15)

Personal Leave Days

A written request for using personal days must be submitted to the proper supervisor at least three working days before the anticipated use of the day(s). However, the superintendent or his/her designee may waive the three-day notice.

Personal leave days shall not be used immediately before or after a school vacation or holiday except in an emergency. The superintendent or his/her designee will determine the existence of an emergency for all personnel.

Unused personal days will be transferred to the cumulative sick leave balance at the beginning of each employment year.

Classified personnel are entitled to personal business days per the following guidelines:

- Each twelve (12) month employee shall be granted a total of three (3) days each year. Unused days shall accumulate each year to a maximum of six (6) days. Personal leave days are awarded on January 1 of each year. In the event the employee must take an FMLA-related leave of absence, or for employees hired during the calendar year, the number of personal days awarded when the employee returns to work or is employed to work will be prorated based on the number of days the employee will be working for the remainder of the calendar year.
- Each eligible nine (9) and ten (10) month hourly employee shall be granted a total of two (2) days each year. Unused days shall accumulate each year to a maximum of three (3) days. In the event the employee must take an FMLA-related leave of absence, or for employees hired after the first day of the school year, the number of personal days awarded when the employee returns to work or is employed to work will be prorated based on the number of days the employee will be working for the remainder of the school year.
- The hardware/software support technician, the school nurse, and the food service director shall be granted a total of three (3) days each year. Unused days shall accumulate each year to a maximum of three (3) days. Personal leave days are awarded on the first day of the school year. In the event the employee must take an FMLA-related leave of absence, or for employees hired after the first day of the school year, the number of personal days awarded when the employee returns to work or is employed

to work will be prorated based on the number of days the employee will be working for the remainder of the school year.

- The athletic director and business manager shall be granted a total of three (3) days each year. Unused days shall accumulate each year to a maximum of six (6) days. Personal leave days are awarded on July 1/August 1 of each contract year. In the event the employee must take an FMLA-related leave of absence, or if this position is filled during the calendar year, the number of personal days awarded when the employee returns to work or is employed to work, will be prorated based on the number of days the employee will be working for the remainder of the contract year.

Bereavement Leave Days

Employees who work less than 29.5 hours per week are not eligible for bereavement leave with the exception of food service employees who have to work at least 15 hours per week to be eligible for bereavement leave.

In the event of a death in the employee's immediate family, the employee will be entitled to be absent from work for no more than five (5) days, including school break days (i.e., Fall Vacation, Christmas Holiday, Winter Vacation, Spring Break, and Summer Vacation), beyond the date of death with no loss in pay. The immediate family is interpreted to include husband and wife, father, mother, brother or sister and children and grandchildren of either husband or wife, or a person who is presently a member of the household of the employee.

In the event of a death of a grandparent, brother-in-law, or sister-in-law, the employee is entitled to be absent without loss of compensation for no more than three (3) days, including school break days (i.e., Fall Vacation, Christmas Holiday, Winter Vacation, Spring Break, and Summer Vacation), beyond the date of death with no loss in pay.

In the event of a death of a near relative or close friend, the employee is entitled to be absent without loss of compensation, sufficient time to attend the funeral service up to one full day, the same day as the funeral service, subject to the prior approval of the superintendent or his/her designee.

Paid Vacation Days

Employees who work full-time, twelve months a year in one job classification will be granted vacation time with pay based upon date of employment as follows:

- (a) Employees completing eight (8) months of continuous service will be entitled to five (5) days of paid vacation.
- (b) Employees having completed two (2) or more years of service will be granted ten (10) days of paid vacation.
- (c) Employees having completed six (6) or more years of service will be granted fifteen (15) days of paid vacation.
- (d) Employees having completed fifteen (15) years of service will be granted twenty (20) days of paid vacation.

Vacation days are awarded on January 1 beginning with the second year of employment. Vacation days must be used by the end of the calendar year; any unused vacation days not used by the end of the calendar year will be forfeited. Vacation days do not accumulate from year to year. *A written request for using vacation days must be submitted to the proper supervisor at least three working days before the anticipated use of the day(s). However, the superintendent or his/her designee may waive the three day notice. (*Update approved 11/23/15)

Payment in lieu of vacation is prohibited. A staff member who anticipates termination may take accrued vacation time prior to the termination date with proper approval of the superintendent. Unused vacation will be paid in full to the estate of a deceased classified employee. Unused vacation, upon separation from employment, will be paid at the staff member's current rate of pay.

Paid Holidays

1. All twelve-month employees shall receive pay but will not be required to work on the following holidays:

| | |
|------------------------------|--------|
| New Years Eve & Day | 2 days |
| Good Friday | 1 day |
| Memorial Day | 1 day |
| July 4 | 1 day |
| Labor Day | 1 day |
| Thanksgiving Day & Day After | 2 days |
| Christmas Eve & Day | 2 days |

2. All nine and ten month hourly employees and contract employees shall receive pay, but will not be required to work on the following holidays:

| | |
|------------------------------|--------|
| Labor Day | 1 day |
| Thanksgiving Day & Day After | 2 days |
| Christmas Eve & Day | 2 days |
| New Years Day | 1 day |
| Memorial Day | 1 day |

(School must be in session the day before and the day after this holiday in order to receive the holiday pay.)

All part time employees shall receive pay for their regular number of hours for the same holidays as detailed in number two above. *Holiday pay is not available for split position employees (i.e. two people assigned to work one position). *(*Update approved 11/23/15)* Hourly employees should submit regular hours for holidays in order to receive compensation for such days.

When any of the holidays occur on a Saturday or Sunday, the superintendent or his/her designee will designate an alternate day or days as the official holiday.

In order for employees to qualify for the holiday pay listed above, the employee must work the full working day before and the full working day after the holiday unless school is canceled. In the event an employee is ill the day before or the day after a paid holiday and is unable to work, a doctor's certification of illness may be required so that the employee can be paid for the holiday.

Employees will not be paid holiday pay if they are on an FMLA-related or, board approved unpaid leave of absence.

Jury Duty

An employee shall receive full pay while serving on jury duty during the employee's regular working hours. The amount received for jury duty will be deducted from the employee's pay. The employee is required to submit to the corporation the court's letter that details the amount of pay received for serving jury duty.

Family & Medical Leave Act (FMLA)

Eastbrook Community Schools Corporation complies with all applicable federal and state labor and employment laws, including the Family and Medical Leave Act of 1993 (FMLA). Under the FMLA, eligible employees are entitled to certain rights, and have certain obligations, with respect to unpaid leave for certain family and medical reasons. All FMLA leaves are subject to the approval of the School Board. Any employee who has a question concerning any family or medical leave should contact the Administration Office.

FMLA Leave Eligibility

An eligible employee under FMLA is an employee who has been employed by ECSC for at least 12 months and who has worked at least 1,250 hours in the past 12 months.

Reasons for FMLA Leave

An eligible employee may take FMLA leave of up to 12 weeks per leave year, for any of the following reasons:

1. To care for a newborn child or a child newly placed in the employee's custody through adoption or foster care; for a period of up to one year after such birth or placement.
2. To care for the employee's spouse, child, or parent who has a serious health condition.
3. Employee's own serious health condition, if that condition renders the employee unable to perform his or her job functions.
4. "Any qualifying exigency" (*as the Secretary, by regulation, determine*) arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call or order to active duty status in the Armed Forces, in support of a contingency operation.

An eligible employee may take FMLA leave up to 26 weeks per leave year for the following reason:

To permit a "spouse, son, daughter, parent, or next of kin" to care for a "member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness."

Any leave taken by an eligible employee for one or more of these reasons will be counted against that employee's annual FMLA leave entitlement.

Serious Health Condition

For the purpose of determining whether an eligible employee or his or her spouse, child, or parent has a serious health condition, such a condition includes any injury, illness, impairment, or physical or mental condition that requires either in-patient care in a medical facility (i.e., overnight hospitalization), or continuing treatment by a health-care provider. These terms are construed by ECSC in accordance with applicable federal laws and regulations.

Leave Year

For the purpose of this policy, the leave year within which an eligible employee may take his or her 12 weeks of FMLA-protected leave means the 12-month period beginning on the date the employee first takes leave for any of the reasons set for previously.

Compensation for FMLA Leave

Generally, FMLA leave is not paid. However, an eligible employee that has accrued but unused sick days available, must use those sick days concurrently with FMLA leave taken for the employee's own serious health condition or for care of a family member with a serious health condition. An eligible employee that has accrued but unused personal or vacation days available, must use those personal or vacation days concurrently with FMLA leave taken for adoption/foster care or care of a newborn.

Intermittent or Reduced Hours Leave

In the case of leave taken to care for a seriously ill spouse, child, or parent, the employee's own serious health condition, qualifying exigencies, or to care for an injured service member, an employee may take leave intermittently (i.e., periodically) or on a reduced hours schedule (i.e., reduced number of working hours per day or per week) only when such leave is medically necessary, as certified by the employee's or family member's health-care provider. Otherwise, such leave is not permitted except at the sole discretion of ECSC. An employee who takes leave intermittently or on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee, family member, or covered service member may be temporarily transferred to another position for which the employee is qualified to better accommodate that leave. The temporary position will have pay and benefits equivalent to the employee's regular job. When the employee no longer needs to continue on leave and is able to return to full-time work, the employee will be placed in the same or equivalent job as the job he or she left when the leave commenced.

Job and Benefits Security

An eligible employee who takes leave under the FMLA and who returns to work before his or her annual FMLA entitlement has expired will be restored to the position he or she held when the leave commenced, or to an otherwise equivalent position with respect to pay, benefits and other terms and conditions of employment, unless the employee would no longer have been employed in such a position had the employee not taken such leave. Additionally, any employment benefits that had accrued to an eligible employee prior to the commencement of leave will be restored upon work from FMLA leave. Employees are prohibited from working for another employer while on any leave of absence. Using FMLA leave for any reason other than its intended purpose will be grounds for termination.

Continuation of Group Health Plan Coverage

Group health plan coverage will be maintained by ECSC during an eligible employee's period of FMLA leave to the extent and under the same circumstances as it ordinarily is furnished to that employee. Premium payments should be made to the benefits department on the 15th of each month. The benefits department will notify eligible employees concerning the amount of each premium payment. Failure to pay such premiums during leave may result in the loss of health coverage. If the employee fails to make timely premium payments within 30 days of the due date for such payments, the employee's coverage will be terminated and COBRA will begin.

Employee Notice Requirements

An eligible employee must give ECSC at least 30 days' notice of his or her intent to take leave under the FMLA. If the employee is unable to give such notice because the need for the leave is not foreseeable, then the employee must give as much notice as practicable. Typically, this will mean giving notice to ECSC within one or two working days of learning that FMLA leave must be taken. Any employee who fails to give the requisite notice may be delayed in receiving authorization for leave.

Health Care Provider Certification

In cases of leave to be taken to care for a seriously ill family member, due to the employee's own serious health condition or the need to care for a covered service member, an eligible employee must provide ECSC with a completed and signed health care provider certification indicated that the employee requires FMLA leave. This certification must be returned to ECSC within 15 days after the employee gives notice of his or her intent to take FMLA leave, and must contain the following information:

1. The date on which the serious health condition commenced;
2. The probable duration of the condition;
3. The treatment regimen prescribed;
4. Any appropriate medical facts within the health care provider's knowledge regarding the condition;
5. If applicable, a statement that the employee is needed to care for his or her spouse, child, or parent and an estimated duration of such need; and
6. If applicable, a statement regarding the medical necessity of intermittent or reduced hours schedule leave.

Failure to return this certification in a timely manner may result in delays in securing authorization for leave, and failure to return the certification at all will preclude the employee from taking leave.

ECSC may also require, at its own expense, a second and third health care provider opinion if there is a question as to the validity of the certification provided by the employee.

An eligible employee may also be asked to furnish ECSC with subsequent health care provider certifications on a reasonable basis during the employee's leave period. An eligible employee's failure to furnish subsequent certifications may result in termination of the employee's right to leave.

An eligible employee on FMLA leave must submit to ECSC a medical release (i.e., fitness for duty certification) indicating that the employee is able to return to work. Failure to submit such a release will preclude the employee from being restored to his or her employment with ECSC.

Non-Discrimination/Non-Retaliation Policy Statement

ECSC will not (1) interfere with, restrain, or deny the exercise of any right provided under the FMLA; (2) terminate or discriminate against any person or opposing any practice made lawful by the FMLA; (3) terminate or discriminate against any person for his or her involvement in any proceeding under or relating to the FMLA.

Jointly Employed Spouses

A total of twelve (12) weeks of FMLA will be granted to jointly employed spouses regarding the birth or adoption of a child or to care for a sick parent. A total of 26 work weeks will be granted to jointly employed spouses for a service member family leave during the applicable 12 month period.

If the FMLA request is for his or her own illness, each spouse would be entitled to twelve (12) weeks FMLA leave.

Legal Reference: 29 U.S.C. Section 2601 et seq.

Employee Benefits

Eastbrook Community Schools Corporation provides benefits for its eligible employees. However, the school corporation reserves the right to modify any of its benefits at any time. The following sections provide general descriptions of the benefits. However, you must refer to the Wage and Benefit Summary at the end of this handbook describing your specific benefits for your employment classification.

Classified personnel who work in more than one position must work the required number of hours in one position before being eligible for benefits. Combined hours between the two positions do not determine eligibility. *Temporary-status, substitute, and long-term substitute employees are not eligible for fringe benefits. (**Update approved 11/23/15*)

Medical Insurance

Eastbrook Community Schools Corporation offers medical insurance coverage to all eligible employees. The corporation will pay a specific amount per year determined by the Board of School Trustees toward the cost of the annual premium of each group insurance plan available through the corporation for employees. The employee-portion of the premiums is deducted from employees' pay under Section 125 which does not allow plan changes during the plan year unless the employee has a qualifying event. Contact the Administration Office for more information.

The medical insurance payroll deductions are taken from the employees' pay according to the number of pays the employee receives. Coverage will begin January 1 and will end December 31. Employees hired throughout the year who are eligible for medical insurance can have coverage effective with the first working day with deductions starting with the employee's first pay. The corporation's contribution toward premium costs will cease when the employee terminates employment with the corporation. Insurance coverage would continue for a maximum of thirty (30) days beyond termination of the employee unless the employee exercises his/her option under COBRA.

Vision Insurance

The cost to each eligible classified employee will be one dollar (\$1.00) per year for family or single plan coverage. Coverage is effective the first day of the month following employment.

Life Insurance

A \$10,000 term life insurance policy is offered through the School Employees Benefit Trust. The athletic director and business manager will be offered a \$50,000 term life insurance policy through the School Employees Benefit Trust. The cost to each eligible classified employee will be one dollar (\$1.00) per year. Employees may also elect to purchase additional life insurance coverage. Coverage is effective the first day of the month following employment.

Long-Term Disability Insurance

The Board will provide eligible classified employees with a Long-Term Disability Insurance program that provides a minimum benefit of sixty-six and two-thirds ($66 \frac{2}{3}$) percent of base salary for the time period specified in the agreement with American Fidelity. The cost to each classified employee will be one dollar (\$1.00) per year. Coverage is effective the first day of the month following employment.

Employee Paid 403(b) Plan

Eastbrook Community Schools Corporation provides the opportunity to participate in our 403(b) plan. This plan allows employees to set aside earnings tax free. Contributions must be made to one of the approved vendors. A list of the approved vendors will be provided by the Administration Office upon request.

Workman's Compensation Insurance

All employees of Eastbrook Community Schools Corporation are covered by the provision of the Workman's Compensation Insurance plan purchased by the corporation each year. Those employees who suffer **a job-related injury/illness** ***must report*** that injury in the following manner within the indicated time frame:

1. Immediately notify the supervisor of injury. If required, report for immediate care to Marion Health Work Solutions, 1136 N. Baldwin Ave., Marion, IN. If the injury occurs after business hours, another alternative for care would be Marion General Hospital. If an employee is injured on the job and seeks treatment and/or long-term care at a facility other than Marion Health Work Solutions, the employee may be responsible for the payment of medical claims and treatment.
2. After notification to his/her immediate supervisor and obtaining treatment for the injury/illness, the employee and or supervisor must notify the Administration Office to ensure the proper forms are completed and sent to the insurance carrier. This notification to the Administration Office must be completed within one (1)* working day from the time of injury/illness. Failure to comply within this time frame may cause the claim to not be paid. *(*Update approved 11/23/15)*
3. Any employee who has a work-related injury and has follow-up doctor appointments must report these appointment dates to the Administration Office and provide any progress reports of the injury. Worker's Compensation time will be allowed for these appointments. Under no circumstances may the compensation for any given day of lost wages exceed the employee's normal daily rate. *(Update approved 11/23/15)*
4. Where necessary, employees are responsible for timely filing of extensions.

Retirement Program

Classified employees who work a minimum of 6 hours per day (30 hours per week) except for instructional aides who work a minimum of 5.9 hours per day (29.5 hours per week) and food service employees who work 4 hours per day (20 hours per week) are required to participate in the Indiana Public Employees Retirement Fund (PERF). Food service employees who were enrolled in PERF as of June 1, 2013, will remain in the Fund. Employees hired as 3-hour food service employees after June 1, 2013, are not eligible for PERF membership.

Participation begins on the date of employment and continues until termination of that employment, the employee is no longer eligible because of a decrease in working hours, or retirement of the employee.

Employees that are eligible, as stated above, will have the 3% employee contribution paid by the employer.

Employees who end their employment with the corporation either voluntarily or otherwise may petition the Fund for the return of the 3% contributions. However, they are not entitled to any refund from the employer's matching share paid by the corporation to the Fund.

Severance Pay

Eastbrook Community Schools Corporation will provide a one-time severance benefit to those support staff employees who qualify.

1. Requirement for Qualification

- a. Work a minimum of ten (10) consecutive years at Eastbrook Community Schools Corporation.
- b. Work a minimum of 29.5 hours per week or a minimum of twenty-five (25) hours per week if the employee is a food service employee.
- c. The employee must be at least fifty-five (55) years old at the time of retirement.

2. Benefit Amounts

- a. Accumulated sick leave at retirement at 50% of the employee's daily rate at the time of retirement; **OR**
- b. \$50 per year of service at Eastbrook Community Schools Corporation.

Written notice of retirement should be provided to the superintendent prior to July 1 in the year preceding retirement. Severance pay will be made in one payment within 30 days of the retiree's last working day.

Health Insurance Benefits for Retirees

Classified employees who retire from Eastbrook Community Schools Corporation and meet the requirements to receive severance pay, may remain in the group health insurance plan by paying the full monthly insurance premium until they reach Medicare eligibility age if the employee is a participant in the health insurance program at the time of retirement.

Monthly premiums are due to the Administration Office by the 15th of every month.

School Nutrition Service Employee Meal Policy

School Nutrition Service employees ONLY may have one meal per day at no charge. Meals must consist of food that is being served as part of the meal that day - no food should be prepared for the purpose of an employee break time and no ala carte items, including beverages, are included. The meal must be eaten during the employee's break or before or after their shift and no carry-out food may take place. *(Board approval 10/16/2017)*

Employee Conduct

Eastbrook Community Schools Corporation expects all employees to conduct themselves in a professional manner, reflecting positively on the corporation, the staff, and the students.

Employee Work Rules

The rules of conduct are extremely important in leading to a safe and efficient workplace. Infraction of these rules will be sufficient grounds for disciplinary action ranging from appropriate penalties to immediate termination.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

1. Refusal or intentional failure to perform assigned work or to follow the directions of a supervisor.
2. Quitting before the established time or leaving a work area early at lunchtime or before the end of a shift without permission.
3. Leaving the department, work area, or building during working hours without permission.
4. Excessive or habitual absence from work. Employees who have used all accumulated benefit days and continue to be absent from work without Board approval may be subject to disciplinary action including termination of employment.
5. Disregard for rules, instruction, or common practices relating to safety, fire, or health.
6. Falsification or use of misleading information on employment credentials, applications, material requisitions, or any other Corporation records.
7. Stealing or misappropriation of any property from or on ECSC premises.
8. Intimidation, coercion, or interference with the rights of another employee.
9. Fighting, threatening bodily injury or use of profane, abusive, or threatening language while on ECSC time or property.
10. Tampering with and/or altering an employee's time card.
11. Unauthorized possession of weapons on ECSC premises.
12. Inappropriate or disrespectful language and behavior toward colleagues and supervisors.
13. Failing to maintain the confidentiality of the corporation, the staff, or student information.
14. Physical inability to perform the essential job duties of the employee's position even with a reasonable accommodation.*
15. Violation of Board Policy - All employees are required to read and be familiar with all Board Policies at least once per year. Board Policies are available on the Eastbrook Community Schools' website.
16. Violation of any provision of this Handbook.
17. Violation of any law applicable to school employees, including but not limited to legal requirements related to reporting suspected child abuse.
18. Working under the influence of alcohol or illegal drugs.
19. Unsatisfactory performance or conduct.

Eastbrook Community Schools Corporation will fully comply with provisions of the Americans with Disabilities Act of 1991 as amended.

This list exhibits the types of actions or events that are subject to disciplinary action. It is not intended to indicate every act that could lead to disciplinary action. Eastbrook Community Schools Corporation reserves the right to determine the severity and extent of any disciplinary action based on the circumstances of each case.

If an employee is involuntarily terminated by the school corporation for unsatisfactory performance, gross misconduct, or violation of any rule, policy, or procedure, the employee will not be eligible for payment of any paid time off (PTO), i.e., sick, personal business, and/or vacation. The employee may not use PTO during the period of time from notification of termination to the date of departure, nor may the employee accrue or use PTO.

Infractions may be dealt with in one or more of the following procedures:

- Conference and written warning
- One day/days off of the job without pay
- Dismissal from the job

Conferences will be held with the appropriate supervisor. A written statement concerning the items discussed at the conference will be given to the employee. A copy of these documents (signed by the employee or witness acknowledging that the items were discussed) will be placed in the employee's file.

Evaluations

Classified personnel will be evaluated by his/her immediate supervisor for performance of assigned duties and responsibilities a minimum of one time during the school year. The results of these evaluations will be in written form and discussed with the employee by his/her supervisor and signed by both parties. The supervisor will retain one copy of the signed evaluation; one copy of the signed evaluation will be given to the employee; and one copy of the signed evaluation will be forwarded to the Administration Office to be placed in the employee's personnel file.

The employee's signature on the evaluation does not indicate agreement with the evaluation but indicates his/her supervisor discussed the evaluation with him/her. The employee has the right to respond in writing to an unfavorable evaluation.

An evaluation rating of Improvement Necessary or Ineffective will result in no salary increase for the employee.

Dress Code

The staff of Eastbrook Community Schools needs to deliver quality, professional service at all times. It is very important to maintain a favorable impression in keeping with our professional image.

As professionals and representatives of Eastbrook Community Schools, we realize and value the public's perception of our roles as mentors and models for students.

Staff employees are expected to consistently maintain a professional appearance with school ID and dress appropriately for their work assignment. Attire must be at minimum considered acceptable "business casual." Exceptions may be made by the school principal for staff participating in field trips where jeans, tee shirts, and sweatshirts are acceptable attire.

Designated casual days may be announced, and guidelines for those days will be communicated to staff by the building principal.

The following examples are not all-inclusive lists but serve as guidelines for business casual attire:

Professional attire:

- Clothes that maintain a professional and appropriate appearance
- Clothes that are neat, clean, modest, and in good repair
- Footwear that covers the foot securely and is appropriate for the type of work required for the duties performed
- District-issued ID badges

Unacceptable attire:

- Blue Jeans (exception: food service employees, bus drivers and maintenance and custodial staff)
- Shorts
- Sweat suits
- Leggings/tights not covered by at least fingertip length attire
- Graphic T-shirts
- Hats/caps are not to be worn inside of buildings

(Board Approval 07/24/2017)

Miscellaneous

Posting of Vacancies

Notice of job vacancies may be posted in schools. During this time, employees may submit an application for such jobs. Postings will be available at the schools and on the ECSC website.

The superintendent or his/her designee will post position vacancies. The final selection will be based upon the ability to perform required duties. The final recommendation will be made to the school board members through the superintendent. Employees may be subject to a physical examination prior to employment, depending on job position.

Promotion, Transfer, Demotion or Reduction in Force

ECSC encourages the policy of open promotion, transfer, demotion or reduction in force of individuals to staff positions on the basis of qualifications and suitability without regard to race, color, religion, sex, national origin, age, disability, or veteran status, and in keeping with federal and state employment laws and regulations. Seniority will not be the only factor in making decisions regarding promotion, transfer, demotion or reduction in force in individuals to staff positions.

Open Door Policy

Eastbrook Community Schools Corporation has an Open Door Policy that encourages employee participation in decisions affecting them and their daily professional responsibilities. Employees who have job-related concerns or complaints are encouraged to talk them over with their supervisor or any other management representative with whom they feel comfortable. Eastbrook Community Schools Corporation believes that employee concerns are best addressed through this type of informal and open communication.

Employees are encouraged to raise work-related concerns with their immediate supervisor, or with a supervisor or other management representative of their choice, as soon as possible after

the events that cause concern. Employees are further encouraged to pursue discussion of their work-related concerns until the matter is fully resolved. Although the school corporation cannot guarantee that in each instance the employee will be satisfied with the result, the school corporation will attempt in each instance to explain the result to the employee if the employee is not satisfied. Eastbrook Community School Corporation will also attempt to keep all such expressions of concern, the results of its investigation, and the terms of the resolution confidential. However, in the course of the investigating the resolving the matter, some dissemination of information to others may be appropriate.

Employees who conclude that their work-related concerns should be brought to the attention of the superintendent by written complaint and formal investigation may avail themselves of the Internal Complaint Review procedure set forth in this manual.

Sexual Harassment Grievance Procedure

Policy Statement

It is the policy of the Eastbrook Community Schools Corporation to maintain a learning and working environment that is free from sexual harassment.

It shall be a violation of this policy for any employee of the School Corporation to harass another employee or student through unwelcome conduct or communications of a sexual nature as defined in Section II. It shall also be a violation of this policy for students to harass other students through unwelcome conduct or communication of a sexual nature as defined in Section II. The use of the term "employee" also includes non-employees and volunteers who work subject to the control of school authorities.

The School Corporation will promptly:

1. investigate all complaints, written or verbal, of sexual harassment taken place at school or any school-sponsored activity within the United States;
2. take appropriate action to stop any harassment;
3. take appropriate action against any student or school employees who violates this policy; and
4. take any other action reasonably calculated to end and prevent further harassment of school employees or students.

The Title IX Coordinator is the person designated by the School Board to receive complaints of harassment and oversee the investigation of those complaints as described in this policy.

The Title IX Coordinator may be contacted at:

Special Education Director
560 S 900 E
Marion, Indiana 46953

titleixcoordinator@eastbrook.k12.in.us
765-664-0624

The School Board will prominently display the contact information for the Title IX Coordinator and this policy on its website and in each student and employee handbook.

Applicants for admission and employment, students, parents or legal guardians, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the School Board will be notified of the name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator. The notification must also include

the School Board does not discriminate on the basis of sex in its education program or activity, it is required by Title IX not to discriminate in such a manner, the requirement not to discriminate extends to admission and employment, and inquiries about the application of Title IX may be referred to the Title IX Coordinator, the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

Definitions

Prohibited Conduct:

Harassment Based on Sex

“Sexual harassment” means conduct on the basis of sex that satisfies one or more of the following:

1. an employee of the School Board conditioning the provision of an aid, benefit, or service of the School Board on an individual’s participation in unwelcome sexual conduct;
2. unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the School Board’s education program or activity; or
3. “sexual assault” as defined in 20 U.S.C. § 1092(f)(6)(A)(v), “dating violence” as defined in 34 U.S.C. § 12291(a)(10), “domestic violence” as defined in 34 U.S.C. § 12291(a)(8), or “stalking” as defined in 34 U.S.C. § 12291(a)(30).

Types of Sexual Harassment:

Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, and other inappropriate verbal or physical conduct of a sexual nature when made by any employee to a student, when made by any employee to another employee, or when made by any student to another student when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or education.
2. Submission to or rejection of such conduct by an individual is used as a basis for academic or employment decisions affecting that individual.
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's academic or professional performance or creating an intimidating, hostile, or offensive employment or educational environment.
4. Denial of an employment or educational opportunity of others occurs directly because an employee or a student submits to unwelcome requests for sexual favors made by a supervisor or teacher which results favorably for that employee or student.
5. Such conduct is engaged in by volunteers and/or non-employees over which the school corporation has some degree of control of their behavior while on school property.

Unwelcome Conduct of a Sexual Nature:

1. Conduct of a sexual nature may include verbal or physical sexual advances and/or comments regarding physical or personality characteristics of a sexual nature.
2. Verbal or physical conduct of a sexual nature constitutes sexual harassment when the allegedly harassed employee has indicated, by his or her conduct or verbal objection, that it is unwelcome.
3. In the situation involving sexual harassment by an adult of an elementary student, unwelcomeness of the harassment is presumed and is not a factor to be considered.

4. An employee who has initially welcomed such conduct by active participation must give specific notice to the alleged harasser that such conduct is no longer welcome for any such subsequent conduct to be deemed unwelcome.

Examples of Sexual Harassment:

Sexual harassment may include but is not limited to the following:

1. Verbal harassment or abuse.
2. Repeated remarks to a person with sexual or demeaning implications.
3. Unwelcome touching.
4. Pressure for sexual activity.
5. Suggesting or demanding sexual involvement accompanied by implied or explicit threats concerning one's grades, job, promotion, and/or salary increase.

Complaint Procedures

Report:

Any student or school employee who believes he or she has been the victim of sexual harassment prohibited by this policy by a student, a school employee, or a third party should report the alleged harassment to the Title IX Coordinator or any school employee. The alleged harassment should be reported as soon as possible, and the report generally should be made within fifteen (15) school days of the occurrence.

Any student who has knowledge of conduct which may constitute sexual harassment should report such conduct to the Title IX Coordinator or any school employee. Any school employee who has notice that a student or a school employee may have been a victim of sexual harassment shall immediately report the alleged harassment to the Title IX Coordinator. Any complaint that involves the Title IX Coordinator should be reported to the superintendent. Oral or written reports are acceptable.

The complaint, the identity of the person allegedly harassed, and the alleged harasser will be disclosed only to the extent necessary to fully investigate the complaint and only when such disclosure is required or permitted by law. Additionally, a person allegedly harassed who wishes to remain anonymous shall be advised that such confidentiality may limit the School Corporation's ability to fully respond to the complaint.

After receiving a complaint, the Title IX Coordinator makes an initial determination whether the allegations may be sexual harassment prohibited by this policy. If the allegations are deemed as such, the Title IX Grievance Process below must be followed.

Definitions:

"Actual knowledge" means notice of sexual harassment or allegations of sexual harassment prohibited by this policy to the Title IX Coordinator or any school official who has authority to institute corrective measures or to any school employee.

"Complainant" means an individual who is alleged to be the victim of conduct that could constitute sexual harassment prohibited by this policy.

"Formal complaint" means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment prohibited by this policy and requesting the allegation

be investigated. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail. When the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not a party to the formal complaint. The allegations in a formal complaint must be investigated. In response to a formal complaint, the Title IX Grievance Process set out in this policy must be followed.

“Respondent” means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment prohibited by this policy.

“Supportive measures” means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the School Board’s education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the educational environment or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security or monitoring of school property, and other similar measures. Any supportive measures provided are confidential, to the extent that maintaining such confidentiality does not impair the ability to provide supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

Title IX Grievance Process:

Any person may report sexual harassment (whether or not the person reporting is the victim of conduct that could constitute sexual harassment), in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator or by any other means that results in the Title IX Coordinator receiving the person’s verbal or written report. Such a report may be made at any time, including non-business hours, by using the telephone number or electronic mail address, or by mail to the address listed for the Title IX Coordinator.

The Title IX Coordinator will promptly contact the complainant to discuss the availability of supportive measures, consider the complainant’s wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain the process for filing a formal complaint.

Complainants and respondents will be treated equitably by offering supportive measures to a complainant and by following this grievance process before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent.

This process does not preclude a respondent from being removed from the education program or activity on an emergency basis, provided that an individualized safety and risk analysis determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal and that the respondent is provided with notice and an opportunity to challenge the decision immediately following the removal.

This process does not preclude an employee who is a respondent from being placed on administrative leave during the grievance process.

This grievance process treats complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent, and by following this process before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent. Remedies are designed to restore or preserve equal access to education programs or activities.

The respondent is presumed not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

All relevant evidence is evaluated objectively. Credibility determinations are not based on a person's status as a complainant, respondent, or witness.

Any Title IX Coordinator, investigator, or decision makers may not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

Title IX Coordinators, investigators, and decision makers must receive training on the definition of sexual harassment, the scope of the School Board's education program or activity, how to conduct an investigation and grievance process including appeals, and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias. Decision makers are required to receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant. Investigators are required to receive training on issues of relevance in order to create investigative reports that fairly summarize relevant evidence.

A finding of responsibility may result in any disciplinary action up to and including expulsion for students or dismissal of employees.

The standard of evidence used to determine responsibility is a preponderance of the evidence.

This grievance process does not allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege unless the person holding such privilege has waived the privilege.

Notice of Allegations:

On receipt of a formal complaint, the Title IX coordinator gives the following written notice to the parties:

1. notice of the grievance process, and
2. notice of the allegations of sexual harassment potentially constituting sexual harassment, including sufficient details known at the time. Sufficient details shall include the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known. This notice must be given with sufficient time to prepare a response before any initial interview.

The written notice must also include:

1. a statement the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process;

2. information the parties may have an advisor of their choice, and may inspect and review evidence; and
3. information about any provisions in the School Board's code of conduct or other policies that prohibit knowingly making false statements or knowingly submitting false information during the grievance process.

If, in the course of an investigation, the investigator decides to investigate allegations about the complainant or respondent that are not included in the notice previously provided, notice of the additional allegations must be provided to the parties whose identities are known.

Dismissal of Formal Complaint:

A formal complaint or any allegations therein must be dismissed if the conduct alleged in the complaint

1. would not constitute sexual harassment prohibited by this policy even if proved,
2. did not occur in the School Board's education program or activity, or
3. did not occur against a person in the United States.

Such a dismissal does not preclude action under another provision of the School Board's code of conduct or policy.

A formal complaint or any allegations therein may be dismissed if at any time during the investigation:

1. a complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;
2. the respondent is no longer enrolled or employed by the School Board; or
3. specific circumstances prevent the School Board from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Investigation of Formal Complaint:

When investigating a formal complaint and throughout the grievance process, the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility is on the School Corporation and not the parties. A party's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party will not be accessed, considered, disclosed or otherwise used without the voluntary, written consent of the party's parent, or the party if the party is an eligible student, to do so for this grievance procedure if such records are required as part of the investigation or determination of responsibility.

The parties will have an equal opportunity to present witnesses, including fact and expert witnesses, and any inculpatory and exculpatory evidence.

The ability of the parties to discuss the allegations under investigation or to gather and present relevant evidence is not restricted.

The parties have the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding

by the advisor of their choice, who may be an attorney. The choice or presence of advisor for either the complainant or respondent is not limited in any meeting or grievance proceeding.

Any party whose participation is invited or expected is provided written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings with sufficient time for the party to prepare to participate.

The investigator must provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence which will not be relied upon in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation.

Prior to the completion of the investigative report, the investigator must send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties must have at least 10 days to submit a written response, which the investigator must consider prior to completion of the investigative report.

The investigator shall write an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the time a determination regarding responsibility is made, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response.

The investigative report will be provided to the parties and the decision maker within 35 days from the date the formal complaint is filed.

After the investigator has sent the investigative report to the parties and before reaching a determination regarding responsibility, the decision maker must afford each party the opportunity to submit written, relevant questions the party wants to be asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The decision maker must explain to the party proposing the question of any decision to exclude a question as not relevant.

Determination Regarding Responsibility:

The decision maker, who is not the same person as the Title IX Coordinator or the investigator, must issue a written determination regarding responsibility.

The written determination must include the following:

1. identification of the allegations potentially constituting sexual harassment prohibited by this policy;
2. a description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
3. findings of fact supporting the determination;

4. conclusions regarding the application of the School Board's code of conduct or other policy provisions to the facts;
5. a statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary actions recommended against the respondent, and whether remedies designed to restore or preserve equal access to the School Board's education program or activity will be provided to the complainant; and
6. the procedures and permissible bases for the complainant and respondent to appeal.

A determination of responsibility decision will be issued within 10 working days from the date the investigative report is submitted to the decision maker.

The decision maker must provide the written determination regarding responsibility to the parties simultaneously.

The Title IX Coordinator is responsible for the effective implementation of any remedies.

Appeals:

Either party may appeal within 5 working days from the date the written determination regarding responsibility is given to the parties.

Either party may appeal from a determination regarding responsibility or a dismissal of a formal complaint or any allegations therein, on the following bases:

1. procedural irregularity that affected the outcome of the matter;
2. new evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
3. the Title IX Coordinator, investigator, or decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

Notification of appeal must be given in writing to the Title IX Coordinator.

For all appeals, the Title IX Coordinator will

1. notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;
2. ensure the decision maker for the appeal is not the same person as the decision maker that reached the determination regarding responsibility or dismissal, the investigator, or the Title IX Coordinator; and
3. ensure the decision maker for the appeal complies with the standards outlined in this policy.

The appeal decision maker will

1. give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;
2. review the evidence gathered by the investigator, the investigator's report, and the decision maker's written decision;
3. issue a written decision describing the result of the appeal and the rationale for the result; and

4. provide the written decision simultaneously to both parties and the Title IX Coordinator.

Any appeal will be resolved with 15 calendar days from the filing of the appeal.

The determination regarding responsibility becomes final if an appeal is filed on the date the parties are provided with the written determination of the result of the appeal or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

Temporary delays of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action are permitted. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; disciplinary processes required by law or School Board policy; or the need for language assistance or an accommodation of disabilities.

Recordkeeping:

The School Board will maintain for a period of seven years records of:

1. each investigation of allegations of sexual harassment prohibited by this policy including any determination regarding responsibility and any audio or audiovisual recording or transcript, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to School Board's education program or activity;
2. any appeal and the result of the appeal; and
3. all materials used to train Title IX Coordinators, investigators, decision makers, and any person who facilitates an informal resolution process. These materials will also be made available on the School Corporation's website.

For each response required under this policy and federal law, the School Board must create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment prohibited by this policy. In each instance, the School Board will document the basis for its conclusion that its response was not deliberately indifferent, and document it has taken measures designed to restore or preserve equal access to its education program or activity. If the School Board does not provide a complainant with supportive measures, then it must document the reasons why such a response was not clearly unreasonable in light of the known circumstances.

Retaliation

Retaliation against students or school employees who report harassment or participate in any related proceedings is prohibited. The school corporation shall take appropriate action against students or school employees who retaliate against any student or school employee who reports alleged harassment or participates in related proceedings. The Title IX Coordinator will inform persons who make complaints, who are the subject of complaints, and who participate in investigations of how to report any subsequent retaliatory actions.

False Charges

Students or school employees who knowingly make false charges of harassment shall be subject to disciplinary action as well as any civil or criminal legal proceedings.

*Legal Refs: 20 U.S.C. §§ 1681-1688, 42 U.S.C. §§ 2000d-2000d-7,
42 U.S.C. §§ 2000e-2000e-17, 42 U.S.C. § 2000ff-1, &
34 C.F.R. 106.2, 106.8, 106.9, 106.30, 106.44, 106.45, 106.71*

Title IX/Discrimination Complaint Procedures

Any person who feels that the School Corporation has discriminated against him/her on the basis of sex may use the complaint procedure explained below or may file a complaint directly to the building principal or the Title IX Coordinator of the School Corporation. Filing of a complaint or otherwise reporting sexual discrimination will not reflect upon the individual's status nor will it affect future educational or employment opportunities for the individual. The School Corporation's sexual harassment grievance procedure must be followed for complaints alleging sexual harassment.

Any employee who feels that the School Corporation has discriminated against him/her on the basis of race, color, age, religion, national origin, and disability should use the complaint procedure set out in this policy.

The right of confidentiality will be respected consistent with the School Corporation's legal obligations and the necessity to investigate allegations of misconduct and to take corrective action when this conduct has occurred.

Reporting Sexual Discrimination

All reports of sexual discrimination will be handled in the following manner:

- (a) Reports must be in writing on forms supplied by the School Corporation (if a verbal complaint is made, the school official should file a written report);
- (b) Reports must name the person(s) charged with sexual discrimination and state the facts;
- (c) Reports must be presented to the building principal where the alleged conduct took place. The building principal shall inform the Title IX Coordinator of all filed reports;
- (d) The building principal who receives a report shall thoroughly investigate the alleged sexual discrimination and attempt to resolve the matter at the building level;
- (e) If the building principal cannot resolve the matter or is one of the persons named in the complaint, the complaint should be referred to the Title IX Coordinator. The Title IX Coordinator should investigate the matter and attempt to resolve the complaint.
- (f) The report and the results of the investigation will be presented to the Superintendent. The Superintendent shall review the report and make a recommendation to the Board of School Trustees of any action s/he deems appropriate.

- (g) The Board of Trustees may consider the report and the Superintendent's recommendation in executive session. The Board may take any action it deems appropriate. The name of the complainant will not be released to the public unless required by law.

**EASTBROOK COMMUNITY SCHOOLS CORPORATION
BENEFITS SUMMARY FOR
12 MONTH OFFICE STAFF**

LEAVE

Updated January 1

| | <u>Per Year</u> | <u>Accumulate To</u> |
|------------------------------|-----------------|----------------------|
| *Sick Days | 10 | 70 |
| *Personal Days | 3 | 6 |
| *Vacation Days | See Handbook | |
| *Bereavement Days | See Handbook | |
| **Paid Holidays | 10 | |
| Labor Day | 1 | |
| Thanksgiving Day & Day After | 2 | |
| Christmas Eve & Day | 2 | |
| New Year's Eve & Day | 2 | |
| Good Friday | 1 | |
| Memorial Day | 1 | |
| July 4 | 1 | |

*Available for employees whose regular working hours are at least 30 hours per week.

**Available for all regular employees.

BENEFITS

Available for employees whose regular working hours are at least 30 hours per week.

| | | |
|------------|---------|---|
| Insurance: | Medical | Cost: Same as teachers |
| | Vision | Cost: \$1.00 per year |
| | Life | Cost: \$1.00 per year for a \$10,000 policy |
| | LTD | Cost: \$1.00 per year |

RETIREMENT

Available for employees whose regular working hours are at least 30 hours per week.

PERF Cost: 3% of gross wages paid by the employer

SEVERANCE PAY

To Qualify:

 Minimum of 10 consecutive years at Eastbrook

 Work a minimum of 30 hours per week

 Age minimum of 55 years at retirement

Paid at Retirement:

1. Accumulated sick leave at retirement at 50% of daily rate at the time of retirement; or,
2. \$50 per years of service at Eastbrook

Severance pay will be made in one payment within 30 days of the retiree's last working day.

**EASTBROOK COMMUNITY SCHOOLS CORPORATION
BENEFITS SUMMARY FOR
10 MONTH OFFICE STAFF**

LEAVE

Updated at the beginning of the school year

| | <u>Per Year</u> | <u>Accumulate To</u> |
|------------------------------|-----------------|----------------------|
| *Sick Days | 7 | 55 |
| *Personal Days | 2 | 3 |
| *Bereavement Days | See Handbook | |
| **Paid Holidays | 7 | |
| Labor Day | 1 | |
| Thanksgiving Day & Day After | 2 | |
| Christmas Eve & Day | 2 | |
| New Year's Day | 1 | |
| Memorial Day | 1 | |

*Available for employees whose regular working hours are at least 30 hours per week.

**Available for all regular employees.

BENEFITS

Available for employees whose regular working hours are at least 30 hours per week.

| | | |
|------------|---------|---|
| Insurance: | Medical | Cost: Same as teachers |
| | Vision | Cost: \$1.00 per year |
| | Life | Cost: \$1.00 per year for a \$10,000 policy |
| | LTD | Cost: \$1.00 per year |

RETIREMENT

Available for employees whose regular working hours are at least 30 hours per week.

PERF Cost: 3% of gross wages paid by the employer

SEVERANCE PAY

To Qualify:

- Minimum of 10 consecutive years at Eastbrook
- Work a minimum of 30 hours per week
- Age minimum of 55 years at retirement

Paid at Retirement:

1. Accumulated sick leave at retirement at 50% of daily rate at the time of retirement; or,
2. \$50 per years of service at Eastbrook

Severance pay will be made in one payment within 30 days of the retiree's last working day.

**EASTBROOK COMMUNITY SCHOOLS CORPORATION
BENEFITS SUMMARY FOR
NURSE & FOOD SERVICE DIRECTOR**

LEAVE

Updated at the beginning of the school year

| | <u>Per Year</u> | <u>Accumulate To</u> |
|------------------------------|-----------------|----------------------|
| *Sick Days | 7 | 70 |
| *Personal Days | 3 | 3 |
| *Bereavement Days | See Handbook | |
| **Paid Holidays | 7 | |
| Labor Day | 1 | |
| Thanksgiving Day & Day After | 2 | |
| Christmas Eve & Day | 2 | |
| New Year's Day | 1 | |
| Memorial Day | 1 | |

*Available for employees whose regular working hours are at least 30 hours per week.

**Available for all regular employees.

BENEFITS

Available for employees whose regular working hours are at least 30 hours per week.

| | | |
|------------|---------|---|
| Insurance: | Medical | Cost: Same as teachers |
| | Vision | Cost: \$1.00 per year |
| | Life | Cost: \$1.00 per year for a \$10,000 policy |
| | LTD | Cost: \$1.00 per year |

RETIREMENT

Available for employees whose regular working hours are at least 30 hours per week.

PERF Cost: 3% of gross wages paid by the employer

SEVERANCE PAY

To Qualify:

 Minimum of 10 consecutive years at Eastbrook

 Work a minimum of 30 hours per week

 Age minimum of 55 years at retirement

Paid at Retirement:

1. Accumulated sick leave at retirement at 50% of daily rate at the time of retirement; or,
2. \$50 per years of service at Eastbrook

Severance pay will be made in one payment within 30 days of the retiree's last working day.

**EASTBROOK COMMUNITY SCHOOLS CORPORATION
BENEFITS SUMMARY FOR
SOCIAL WORKER**

LEAVE

Updated at the beginning of the school year

| | <u>Per Year</u> | <u>Accumulate To</u> |
|-------------------|-----------------|----------------------|
| *Sick Days | 7 | 70 |
| *Personal Days | 3 | 3 |
| *Bereavement Days | See Handbook | |

*Available for employees whose regular working hours are at least 30 hours per week.

BENEFITS

Available for employees whose regular working hours are at least 30 hours per week.

| | | |
|------------|---------|---|
| Insurance: | Medical | Cost: Same as teachers |
| | Vision | Cost: \$1.00 per year |
| | Life | Cost: \$1.00 per year for a \$10,000 policy |
| | LTD | Cost: \$1.00 per year |

RETIREMENT

Available for employees whose regular working hours are at least 30 hours per week.

PERF Cost: 3% of gross wages paid by the employer

SEVERANCE PAY

To Qualify:

Minimum of 10 consecutive years at Eastbrook

Work a minimum of 30 hours per week

Age minimum of 55 years at retirement

Paid at Retirement:

3. Accumulated sick leave at retirement at 50% of daily rate at the time of retirement; or,
4. \$50 per years of service at Eastbrook

Severance pay will be made in one payment within 30 days of the retiree's last working day.

**EASTBROOK COMMUNITY SCHOOLS CORPORATION
BENEFITS SUMMARY FOR
MIDDLE SCHOOL ALTERNATIVE EDUCATION AIDE**

This employee classification works only when the students are in session in the school building.

LEAVE

Updated at the beginning of the school year

| | <u>Per Year</u> | <u>Accumulate To</u> |
|------------------------------|------------------|----------------------|
| *Sick Days | 7 | 55 |
| *Personal Days | 2 | 3 |
| *Bereavement Days | See Handbook | |
| **Paid Holidays | 7 | |
| Labor Day | 1 | |
| Thanksgiving Day & Day After | 2 | |
| Christmas Eve & Day | 2 | |
| New Year's Day | 1 | |
| Memorial Day | 1 (See Handbook) | |

*Available for employees whose regular working hours are at least 30 hours per week.

**Available for all regular employees.

BENEFITS

Available for employees whose regular working hours are at least 30 hours per week.

| | | |
|------------|---------|---|
| Insurance: | Medical | Cost: Same as teachers |
| | Vision | Cost: \$1.00 per year |
| | Life | Cost: \$1.00 per year for a \$10,000 policy |
| | LTD | Cost: \$1.00 per year |

RETIREMENT

Available for employees whose regular working hours are at least 30 hours per week.

| | |
|------|--|
| PERF | Cost: 3% of gross wages paid by the employer |
|------|--|

SEVERANCE PAY

To Qualify:

Minimum of 10 consecutive years at Eastbrook

Work a minimum of 30 hours per week

Age minimum of 55 years at retirement

Paid at Retirement:

1. Accumulated sick leave at retirement at 50% of daily rate at the time of retirement; or,
2. \$50 per years of service at Eastbrook

Severance pay will be made in one payment within 30 days of the retiree's last working day.

**EASTBROOK COMMUNITY SCHOOLS CORPORATION
BENEFITS SUMMARY FOR
HEALTH AIDE, R.N.**

This employee classification works only when the students are in session in the school building.

LEAVE

Updated at the beginning of the school year

| | <u>Per Year</u> | <u>Accumulate To</u> |
|------------------------------|------------------|----------------------|
| *Sick Days | 7 | 55 |
| *Personal Days | 2 | 3 |
| *Bereavement Days | See Handbook | |
| **Paid Holidays | 7 | |
| Labor Day | 1 | |
| Thanksgiving Day & Day After | 2 | |
| Christmas Eve & Day | 2 | |
| New Year's Day | 1 | |
| Memorial Day | 1 (See Handbook) | |

*Available for employees whose regular working hours are at least 30 hours per week.

**Available for all regular employees.

BENEFITS

| | | |
|------------|---------|---|
| Insurance: | Medical | Cost: Full Premium |
| | Vision | Cost: \$1.00 per year |
| | Life | Cost: \$1.00 per year for a \$10,000 policy |
| | LTD | Cost: \$1.00 per year |

RETIREMENT

Available for employees whose regular working hours are at least 30 hours per week.

PERF Cost: 3% of gross wages paid by the employer

SEVERANCE PAY

To Qualify:

Minimum of 10 consecutive years at Eastbrook

Work a minimum of 30 hours per week

Age minimum of 55 years at retirement

Paid at Retirement:

1. Accumulated sick leave at retirement at 50% of daily rate at the time of retirement; or,
2. \$50 per years of service at Eastbrook

Severance pay will be made in one payment within 30 days of the retiree's last working day.

**EASTBROOK COMMUNITY SCHOOLS CORPORATION
BENEFITS SUMMARY FOR
INSTRUCTIONAL AIDE, BUS AIDE, HEALTH AIDE &
IN-SCHOOL SUSPENSION SUPERVISOR**

This employee classification works only when the students are in session in the school building.

LEAVE

Updated at the beginning of the school year

| | <u>Per Year</u> | <u>Accumulate To</u> |
|------------------------------|------------------|----------------------|
| *Sick Days | 7 | 55 |
| *Personal Days | 2 | 3 |
| *Bereavement Days | See Handbook | |
| **Paid Holidays | 7 | |
| Labor Day | 1 | |
| Thanksgiving Day & Day After | 2 | |
| Christmas Eve & Day | 2 | |
| New Year's Day | 1 | |
| Memorial Day | 1 (See Handbook) | |

*Available for employees whose regular working hours are at least 29.5 hours per week.

**Available for all regular employees.

MEDICAL INSURANCE

Available to aides who are scheduled to work seven (7) or more hours per day at 100% employee cost.

RETIREMENT

Available for employees whose regular working hours are at least 29.5 hours per week.

PERF Cost: 3% of gross wages paid by the employer

SEVERANCE PAY

To Qualify:

 Minimum of 10 consecutive years at Eastbrook

 Work a minimum of 29.5 hours per week

 Age minimum of 55 years at retirement

Paid at Retirement:

 3. Accumulated sick leave at retirement at 50% of daily rate at the time of retirement; or,

 4. \$50 per years of service at Eastbrook

Severance pay will be made in one payment within 30 days of the retiree's last working day.

**EASTBROOK COMMUNITY SCHOOLS CORPORATION
BENEFITS SUMMARY FOR
12 MONTH MAINTENANCE/CUSTODIANS**

LEAVE

Updated January 1

| | <u>Per Year</u> | <u>Accumulate To</u> |
|------------------------------|-----------------|----------------------|
| *Sick Days | 10 | 70 |
| *Personal Days | 3 | 6 |
| *Vacation Days | See Handbook | |
| *Bereavement Days | See Handbook | |
| **Paid Holidays | 10 | |
| Labor Day | 1 | |
| Thanksgiving Day & Day After | 2 | |
| Christmas Eve & Day | 2 | |
| New Year's Eve & Day | 2 | |
| Good Friday | 1 | |
| Memorial Day | 1 | |
| July 4 | 1 | |

*Available for employees whose regular working hours are at least 30 hours per week.

**Available for all regular employees.

BENEFITS

Available for employees whose regular working hours are at least 30 hours per week.

| | | |
|------------|---------|---|
| Insurance: | Medical | Cost: Same as teachers |
| | Vision | Cost: \$1.00 per year |
| | Life | Cost: \$1.00 per year for a \$10,000 policy |
| | LTD | Cost: \$1.00 per year |

RETIREMENT

Available for employees whose regular working hours are at least 30 hours per week.

PERF Cost: 3% of gross wages paid by the employer

SEVERANCE PAY

To Qualify:

 Minimum of 10 consecutive years at Eastbrook

 Work a minimum of 30 hours per week

 Age minimum of 55 years at retirement

Paid at Retirement:

1. Accumulated sick leave at retirement at 50% of daily rate at the time of retirement; or,
2. \$50 per years of service at Eastbrook

Severance pay will be made in one payment within 30 days of the retiree's last working day.

**EASTBROOK COMMUNITY SCHOOLS CORPORATION
BENEFITS SUMMARY FOR
10 MONTH CUSTODIANS**

This employee classification works when students are in session in the school building and two weeks before and after the school year at the discretion of the building principal.

LEAVE

Updated January 1

| | <u>Per Year</u> | <u>Accumulate To</u> |
|------------------------------|-----------------|----------------------|
| *Sick Days | 7 | 55 |
| *Personal Days | 2 | 3 |
| *Bereavement Days | See Handbook | |
| **Paid Holidays | 7 | |
| Labor Day | 1 | |
| Thanksgiving Day & Day After | 2 | |
| Christmas Eve & Day | 2 | |
| New Year's Day | 1 | |
| Memorial Day | 1 | |

*Available for employees whose regular working hours are at least 30 hours per week.

**Available for all regular employees.

BENEFITS

Available for employees whose regular working hours are at least 30 hours per week.

| | | |
|------------|---------|---|
| Insurance: | Medical | Cost: Same as teachers |
| | Vision | Cost: \$1.00 per year |
| | Life | Cost: \$1.00 per year for a \$10,000 policy |
| | LTD | Cost: \$1.00 per year |

RETIREMENT

Available for employees whose regular working hours are at least 30 hours per week.

PERF Cost: 3% of gross wages paid by the employer

SEVERANCE PAY

To Qualify:

 Minimum of 10 consecutive years at Eastbrook

 Work a minimum of 30 hours per week

 Age minimum of 55 years at retirement

Paid at Retirement:

1. Accumulated sick leave at retirement at 50% of daily rate at the time of retirement; or,
2. \$50 per years of service at Eastbrook

Severance pay will be made in one payment within 30 days of the retiree's last working day.

**EASTBROOK COMMUNITY SCHOOLS CORPORATION
BENEFITS SUMMARY FOR
FOOD SERVICE EMPLOYEES**

LEAVE

Updated at the beginning of the school year

| | <u>Per Year</u> | <u>Accumulate To</u> |
|------------------------------|------------------|----------------------|
| *Sick Days | 7 | 55 |
| *Personal Days | 2 | 3 |
| *Bereavement Days | See Handbook | |
| **Paid Holidays | 7 | |
| Labor Day | 1 | |
| Thanksgiving Day & Day After | 2 | |
| Christmas Eve & Day | 2 | |
| New Year's Day | 1 | |
| Memorial Day | 1 (See Handbook) | |

*Available for employees whose regular working hours are at least 3+/day.

**Available for all regular employees.

BENEFITS

Available for Kitchen Managers & Cook/High School Asst. Manager whose regular working hours are at least 30 hours per week.

| | | |
|------------|---------|---|
| Insurance: | Medical | Cost: Same as teachers |
| | Vision | Cost: \$1.00 per year |
| | Life | Cost: \$1.00 per year for a \$10,000 policy |
| | LTD | Cost: \$1.00 per year |

RETIREMENT

Available for employees whose regular working hours are at least 4+/day.

| | |
|------|--|
| PERF | Cost: 3% of gross wages paid by the employer |
|------|--|

SEVERANCE PAY

To Qualify:

Minimum of 10 consecutive years at Eastbrook

Work a minimum of 25 hours per week

Age minimum of 55 years at retirement

Paid at Retirement:

1. Accumulated sick leave at retirement at 50% of daily rate at the time of retirement; or,
2. \$50 per years of service at Eastbrook

Severance pay will be made in one payment within 30 days of the retiree's last working day.

**EASTBROOK COMMUNITY SCHOOLS CORPORATION
BENEFITS SUMMARY FOR
BUSINESS MANAGER/TREASURER**

LEAVE

Updated August 1

| | <u>Per Year</u> | <u>Accumulate To</u> |
|--|-----------------|----------------------|
| Sick Days (12 sick days are awarded the first year of employment) | 10 | 188 |
| Personal Days | 3 | 6 |
| Vacation Days | See Handbook | |
| Bereavement Days | See Handbook | |

BENEFITS

| | | |
|------------|---------|---|
| Insurance: | Medical | Cost: Same as administrators |
| | Vision | Cost: \$1.00 per year |
| | Life | Cost: \$1.00 per year for a \$50,000 policy |
| | LTD | Cost: \$1.00 per year |

RETIREMENT

PERF Cost: 3% of gross wages paid by the employer

SEVERANCE PAY

To Qualify:

- Minimum of 10 consecutive years at Eastbrook
- Work a minimum of 30 hours per week
- Age minimum of 55 years at retirement

Paid at Retirement:

1. Accumulated sick leave at retirement at 50% of daily rate at the time of retirement; or,
2. \$50 per years of service at Eastbrook

Severance pay will be made in one payment within 30 days of the retiree's last working day.

**EASTBROOK COMMUNITY SCHOOLS CORPORATION
BENEFITS SUMMARY FOR
PRE-SCHOOL TEACHER, CLASSIFIED
MEDIA SPECIALIST**

This employee classification works only when the students are in session in the school building.

LEAVE

Updated at the beginning of the school year

| | <u>Per Year</u> | <u>Accumulate To</u> |
|------------------------------|------------------|----------------------|
| *Sick Days | 7 | 55 |
| *Personal Days | 2 | 3 |
| *Bereavement Days | See Handbook | |
| **Paid Holidays | 7 | |
| Labor Day | 1 | |
| Thanksgiving Day & Day After | 2 | |
| Christmas Eve & Day | 2 | |
| New Year's Day | 1 | |
| Memorial Day | 1 (See Handbook) | |

*Available for employees whose regular working hours are at least 30 hours per week.

**Available for all regular employees.

BENEFITS

Available for employees whose regular working hours are at least 30 hours per week.

| | | |
|------------|---------|---|
| Insurance: | Medical | Cost: Same as teachers |
| | Vision | Cost: \$1.00 per year |
| | Life | Cost: \$1.00 per year for a \$10,000 policy |
| | LTD | Cost: \$1.00 per year |

RETIREMENT

Available for employees whose regular working hours are at least 30 hours per week.

PERF Cost: 3% of gross wages paid by the employer

SEVERANCE PAY

To Qualify:

 Minimum of 10 consecutive years at Eastbrook

 Work a minimum of 30 hours per week

 Age minimum of 55 years at retirement

Paid at Retirement:

 3. Accumulated sick leave at retirement at 50% of daily rate at the time of retirement; or,

 4. \$50 per years of service at Eastbrook

Severance pay will be made in one payment within 30 days of the retiree's last working day.

**EASTBROOK COMMUNITY SCHOOLS CORPORATION
BENEFITS SUMMARY FOR
TRANSPORATION DIRECTOR**

LEAVE

Updated at the beginning of the school year

| | <u>Per Year</u> | <u>Accumulate To</u> |
|-------------------|-----------------|----------------------|
| *Sick Days | 5 | 55 |
| *Personal Days | 2 | 3 |
| *Bereavement Days | See Handbook | |

BENEFITS

This position is not eligible for fringe benefits.

RETIREMENT

This position is not eligible for retirement benefits.

SEVERANCE PAY

This position is not eligible for severance pay.

**EASTBROOK COMMUNITY SCHOOLS CORPORATION
BENEFITS SUMMARY FOR
DATA REPORTING SPECIALIST**

LEAVE

This position is not eligible for any paid leave days.

BENEFITS

This position is not eligible for fringe benefits.

RETIREMENT

This position is not eligible for retirement benefits.

SEVERANCE PAY

This position is not eligible for severance pay.