

Paraprofessionals

Section 1. Unit Determination. This guideline applies to all Paraprofessionals except interpreters and language translators. All Paraprofessionals must be “Highly-Qualified” as of December 31, 2007 to be eligible for employment January 1, 2008 and thereafter.

Section 2. Evaluation. Each Paraprofessional’s performance will be evaluated by the building administrator. The evaluation will be signed and dated by the Paraprofessional. The Paraprofessional’s signature on the evaluation does not imply agreement with the content of the evaluation. A Paraprofessional disputing an evaluation may write a written response to the evaluation. The evaluation, and the Paraprofessional’s written response to the evaluation, will be placed in the Paraprofessional’s personnel file.

Section 3. Work Year. The following work days/year are established:

1. General/Supervisory, Instructional, ESL, and Special Education: The number of days students are actually in attendance plus three (3) additional days with the approval of the building administrator, and one (1) day for mandatory district training. Paraprofessionals should work with their building administrator to designate one of the existing three additional days as an in-service training day. Additionally, one day will be added for mandatory district training.
2. Media: The number of days students are actually in attendance plus five (5) additional days with the approval of the building administrator. Additionally, one day will be added for mandatory district training.

If schools close prior to start of the Paraprofessional’s normal work day, the Paraprofessional shall not report to work. If schools are required to close after the Paraprofessional arrives, the Paraprofessional may work with the building administrator’s approval and receive pay for a maximum of four (4) hours or be paid for the actual hours worked prior to the closing of schools, whichever is greater. On delay days due to inclement weather, the Paraprofessional will have the option of reporting at the Paraprofessional’s normal starting time. On student make-up days, the Paraprofessionals will be assigned their normal hours. On late arrival and early dismissal days reserved for collaboration, the Paraprofessional will attend a collaboration session related to the Paraprofessional’s work assignment, if one is available, during the Paraprofessionals’ regular working hours. At the beginning of each school year paraprofessionals report to the same school assigned at the end of the prior school year, unless receiving notification their position has been eliminated. Paraprofessionals remain at school until the first official count day.

Section 4. Work Day. The normal hours/day for each position will be determined by the Human Resources Department prior to the start of the school year. The building administrator will designate the time for the beginning and ending of any work day. A building administrator may modify any established work day upon twenty-four (24) hours notice to the Paraprofessional. However, in exercising the discretion granted to change the start and end time of a Paraprofessional's work day, the building administrator may not reduce the number of hours the Paraprofessional is scheduled to work on any work day, except by mutual agreement with the Paraprofessional.

No additional hours may be added to a position if less than five (5) months have elapsed since the position was last posted. If more than five (5) months have elapsed since the position was last posted, any additional hours to be added to a position must be first approved, in writing, by the Director of Human Resources and then assigned to the Paraprofessional currently filling the position to which the hours are to be added, for the current school year only. Any position to which additional hours have been added shall be declared "vacant" at the end of the school year in which hours were added and posted for the next school year following the procedures outlined in Section 19 "Filling Vacancies." Principals shall advise the Director of Human Resources twice a year (October 31 and May 6) as to the classification and hours of all Paraprofessionals working within the Principal's building. All seniority lists for Paraprofessionals shall separately indicate permanent and temporary hours (i.e. 6+1).

In the event that extra hours are added to a Paraprofessional position in any elementary building scheduling a longer student day, no posting of the position or additional hours shall be required and the extra hours shall be assigned to the Paraprofessional currently filling the position.

Section 5. Extra Hours/Overtime. Paraprofessionals requested to work extra hours either immediately prior to, or immediately after, the Paraprofessional's normal work day will be paid the Paraprofessional's regular straight time hourly rate for any additional hours up to eight (8) hours per day. One and one half times the regular straight time hourly rate will be paid for any hours over forty (40) hours in a single work week.

Section 6. Personal Illness Leave. A Paraprofessional with at least one year's service will be credited with ten (10) days new personal illness leave each fiscal year (July 1 - June 30). Unused personal illness leave will accumulate on a yearly basis to a total of ninety-eight (98) days. Personal illness leave may be used because of illness, disability, medical appointments or quarantine that substantially prevents the Paraprofessional from carrying out the Paraprofessional's duties. For Paraprofessionals hired prior to January 1, 2006, unused personal illness days in excess of the maximum number of personal illness days will be credited to the Paraprofessional's Supplemental Retirement Account and will be unavailable for use for regular personal illness leave. Each Paraprofessional shall receive, on or before October 1 of each year, a written report updating the Paraprofessional's accumulated sick leave and the Paraprofessional's Supplemental Retirement Account.

During the first year of employment, personal illness leave eligibility will be based on a rate of one (1) day per month up to a maximum of ten (10) days. During the first year of employment, a Paraprofessional may use personal illness leave as needed up to the Paraprofessional's maximum eligibility without loss of compensation.

Personal illness leave may be taken in one-half (1/2) day units. One day's pay will be the Paraprofessional's regular straight time hourly rate times the number of hours the Paraprofessional is regularly scheduled to work. Personal illness leave will not be paid where social security, state or any other insurance benefits are payable. Misuse of personal illness leave will result in disciplinary action.

Section 7. Family Illness Leave. If an employee's spouse, child, stepchild, parent, stepparent, parent-in-law, brother, sister, stepbrother, stepsister, grandchild or another person living in the employee's household as a part of the family suffers from an illness and that illness calls for the employee to be absent from work, he/she will be permitted up to three (3) days off with pay per year. These days are non-accumulative from year to year (July 1-June 30). A Paraprofessional may elect to use ten (10) days of accumulative personal illness leave for family illness. One (1) day's pay will be the Paraprofessional's regular straight time hourly rate times the number of hours the Paraprofessional is regularly scheduled to work.

Section 8. Personal Leave. A Paraprofessional with prior approval of the building administrator/immediate supervisor, will be allowed three (3) working days off per year (July 1 - June 30) with pay for personal leave. Personal leave days unused in any one school year (July 1 – June 30), may be carried over to the following school year, except that no more a total of two (2) days may be accumulated from earlier school years to use as personal leave, so that the maximum total personal leave available in any one year (July 1 - June 30) would be five (5) days. If an unused personal leave day cannot be carried over as a personal leave day, it will be added to the Paraprofessional's accumulated personal illness leave days. Personal leave may be taken in one-half (1/2) day units. One (1) day's pay will be the Paraprofessional's regular straight time hourly rate times the number of hours the Paraprofessional is regularly scheduled to work. Personal days must be used prior to requesting unpaid days.

Section 9. Bereavement Leave. For the death of a spouse, child, step-child, parent, parent-in-law, step-parent, brother, sister, grandchild or a person living in the Paraprofessional's home as part of the family, a Paraprofessional will be allowed five (5) days off with pay per death. The five (5) days must be taken within two (2) calendar weeks of the day of death. Under special circumstances the two (2) calendar week window may be extended with approval of the Director of Human Resources.

For the death of a grandparent, grandparent-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, a Paraprofessional will be allowed three (3) days off with pay per death. The three (3) days must be taken within one (1) calendar week of the day of death.

One (1) work day with pay per death, prior to, or the day of, a funeral will be allowed for members of the Paraprofessional's family, not included above.

One (1) day's pay will be the Paraprofessional's regular straight time hourly rate times the number of hours the Paraprofessional is regularly scheduled to work.

Section 10. Legal Leave. Each employee who is subpoenaed to appear in court on behalf of the EACS Corporation during any work day shall receive full compensation for the time absent from work. Legal leave only applies to scenarios in which employees are representing the EACS Corporation on official business.

Each Paraprofessional who is called to jury duty during any one work day, will receive the difference in pay for time lost and the amount received as jury pay. When a Paraprofessional is released from jury duty before the end of the Paraprofessional's work day, he/she must report to his/her work assignment for the remainder of the work day.

Section 11. Unpaid Leave Of Absence. The Board, where unusual circumstances warrant, may grant a Paraprofessional a leave of absence without pay upon written request and upon good cause being shown for a period not to exceed one (1) year. A Paraprofessional returning to work, after a Board-approved leave, will be returned to the Paraprofessional's former job, if such position exists. If the Paraprofessional's job no longer exists, the Paraprofessional will have the reassignment rights outlined in Section 20. An eligible Paraprofessional is not required to use the Paraprofessional's available paid leave in Family and Medical Leave Act (FMLA) leave situations.

Section 12. Time Off Without Pay. Each Paraprofessional's request for time off without pay will be considered on an individual basis according to the situation. Paraprofessionals wishing to request time off without pay must do so in advance, unless it is an emergency and unforeseen, with a full explanation regarding the request. The request should be submitted to the Building Administrator for initial approval. Requests will then be forwarded to Human Resources and the Superintendent for approval. All requests are submitted to the Board for final approval.

The failure on the part of any Paraprofessional to comply with this regulation shall be considered an act of insubordination and appropriate disciplinary action will be taken.

Section 13. Insurance. The Corporation will provide a plan of group insurance for Paraprofessionals and their dependents. Paraprofessionals that are classified as full time in accordance with the Affordable Care Act are eligible to participate in Corporation group health insurance programs listed below. For those hired on or after July 1, 2005, this is effective September 1, 2015. The plan for eligible Paraprofessionals will consist of:

Amended 08/07/18, 08/01/17,
08/02/16, 08/04/15, 08/05/14, 08/06/13,
10/08/13, 1/27/12, 08/07/12, 1/11,
11/10, 8/10, 1/10, 8/09, 1/9, 11/08,
8/08, 12/7(2), 11/07, 9/07, 8/06, 11/05

1. A Comprehensive Hospital/Medical Program.
2. A Vision Care Program.
3. A Prescription Program.
4. A Dental Insurance Program.
5. A Group Life Insurance Program.

The manner in which these benefits are provided, the benefits levels to be provided, and the deductible and co-pays to be charged, will be a matter of Corporation discretion.

For Paraprofessionals hired prior to July 1, 2005, and who are classified as full time, the Corporation will pay, beginning September 1, 2015:

1. The same contribution level paid by the Corporation for Administrators Group Health Insurance for Employees only, Employee plus spouse, employee plus child(ren) or Family coverage.

Employees in this unit hired on or after July 1, 2005 and are eligible to participate in East Allen County Schools group insurance programs, the maximum annual insurance contribution by the Corporation shall be \$5,950.

The group life insurance program will provide the following benefits to active Paraprofessionals:

1. \$10,000 life insurance through age sixty-nine (69);
2. \$6,500 life insurance commencing at age seventy (70) and continuing through age seventy-four (74);
3. \$4,500 life insurance commencing at age seventy-five (75) and continuing thereafter.

All Paraprofessionals are eligible for group life insurance regardless of date of hire or hours worked. Paraprofessionals eligible for group health insurance coverage may select life insurance coverage without selecting group health insurance coverage.

Continuation of health insurance coverage upon separation from Corporation employment will be governed by COBRA rules and regulations and state law requirements. Continuation of health insurance coverage after retirement, at any age, will require the retiree to pay the full cost of the selected coverage level. Those employees leaving employment, because of retirement, may remain part of the group plan by paying the full premium. However, coverage under the EACS plan will terminate on the last day of the month in which the member (retired employee or dependent spouse) becomes eligible for Medicare whether through age or disability. The spouse, and eligible dependents, may remain on the EACS plan until the spouse becomes eligible for Medicare. Continuation of life insurance after retirement will be at the retiree's cost and will be dependent upon the conversion policies of the group life insurance carriers.

Continuation of insurance coverage during a Board-approved unpaid leave, including a medical leave, will require the Paraprofessional to pay the full premium for the selected coverage level unless the leave is a FMLA leave. If the leave is a FMLA leave, then the FMLA rules and regulations will govern the Paraprofessional's obligation to pay insurance premiums.

Section 14. Long-Term Disability Insurance. The Corporation will provide for those who are eligible and elect to enroll, a long-term disability income protection plan which after ninety (90) calendar days of disability will provide a benefit of sixty percent (60%) of regular pay up to fifty-two (52) weeks per year with a maximum benefit of \$2,500 per month continuing for the period of disability or up to age sixty-five (65), whichever occurs sooner. Effective January 1, 2008, the Corporation shall pay all but \$1.00 of the premium toward the Paraprofessional's full long-term disability insurance annual premium. The monthly benefit will be calculated including any benefits received from Worker's Compensation, Social Security, or any other disability payments, and will be payable based upon the terms and conditions of the policy in effect when the claim is filed.

Section 15. Public Employees' Retirement Fund Participation. Any Paraprofessional serving in a position requiring one thousand (1000) hours or more per year will become a member of the Public Employees' Retirement Fund (PERF) at the time of hire. Any Paraprofessional in a position requiring at least six hundred (600) hours but less than one thousand (1000) hours per year will have the option of becoming a member of PERF at the time of hire subject to all applicable PERF rules and regulations.

Effective January 1, 2019 for any Paraprofessional participating in PERF, the Board will contribute that percentage of gross salary designated by PERF as the "employee's share" and the Board will contribute that percentage of gross salary designated as the "employer's share" under the laws, rules and regulations governing PERF contributions.

Section 16. Supplemental Retirement/Severance Compensation. This benefit is available only to Paraprofessionals last hired by the Corporation prior to January 1, 2006.

Any Paraprofessional who qualifies in accordance with one of the following:

1. Has a minimum of ten (10) years of service as a Corporation non-management and non-teaching employee, and who has attained at least age 62; or
2. Has a minimum of fifteen (15) years of service as a Corporation non-management and non-teaching employee, and who has attained at least age 50; or

3. Is eligible and has applied for retirement benefits under the Public Employee's Retirement Fund (at least 50 years of age and 15 years of creditable service in PERF),

Will receive, at the time of severance, a lump sum severance payment equal to \$150 times the number of years of service within the Paraprofessional's unit contributed to a 403(b) post-separation account. In the event the last year prior to retirement is not a full work year, he/she will receive a prorated amount for that year.

Additionally, any such qualifying severed Paraprofessional (as specified in the preceding paragraph) will have added to his/her 403(b) account at the time of severance, an amount equal to the following:

1. The number of days in his/her Supplemental Retirement Account times two (2) hours based upon his/her present (at the time of retirement/severance) hourly rate, and
2. The number of days above seventy (70) in his/her sick leave accumulation including any unused sick days from his/her last year's allotment times two hours of pay based on his/her present (at the time of retirement/severance) hourly rate.

Any Paraprofessional with a minimum of fifteen (15) years of service as a Corporation non-management and non-teaching employee who severs regardless of age, because of physical reasons will be eligible at the time of severance for the 403(b) contribution provided for in this Section.

In the event of the death of a Paraprofessional who has at least fifteen (15) years of service as a Corporation non-management and non-teaching employee, the 403(b) contribution specified in this Section will be paid, at the earliest possible date, in the following order:

1. To the widow(er).
2. To dependents.
3. To the executor, administrator, or personal representative of the employee's estate, if an executor, administrator, or personal representative has been designated by the court.

A Paraprofessional will become ineligible for a 403(b) contribution specified in this Section if he/she is discharged for just cause.

Section 17. Worker's Compensation. In the event a Paraprofessional is drawing temporary total disability benefits under the Indiana Worker's Compensation statute, he/she will receive the difference in total amount between such temporary total disability

benefits and the Paraprofessional's regular straight hourly rate times the number of hours the Paraprofessional is regularly scheduled for each day he/she receives such benefits up to a maximum of thirty (30) working days, and such amount will not cause the Paraprofessional's regularly accumulated sick leave to be reduced.

If the Paraprofessional continues beyond the aforementioned thirty (30) days to qualify for benefits under the Indiana Worker's Compensation statute, commencing with the thirty-first (31st) day, the Paraprofessional may elect to be compensated the difference between Worker's Compensation and the Paraprofessional's regular daily wage.

Payments made by the Corporation commencing with the thirty-first (31st) day will be charged against the Paraprofessional's accumulated sick leave on a basis of one-third (1/3) sick leave day until the Paraprofessional's accumulated sick leave days will be exhausted. Such sick leave deduction will be rounded to the nearest half-day upon the return of the Paraprofessional to work. The Paraprofessional may elect not to receive sick leave pay from the Corporation, and as a result, such time will not be charged against the Paraprofessional's accumulated sick leave. After the first thirty (30) day period, the Corporation may request a second doctor's opinion.

Physician required appointments for follow-up care relative to injuries sustained while on the job within the scope of the Paraprofessional's responsibilities will be allowed without a loss of pay or reduction of sick leave benefits for thirty (30) days after the Paraprofessional returns to work. After the thirty (30) day period, the Paraprofessional may use his/her sick leave in full or half-day units for such physician required appointments for follow-up care relative to the work-related injury. The Corporation may require that the Paraprofessional provide verification of such physician required appointment for follow-up care.

Section 18. Compensation. The following hourly rates will be paid to Paraprofessionals (effective January 1, 2018):

<u>Years of Service</u>	<u>2018 Highly-Qualified</u>	<u>2019 Highly-Qualified</u>
Start	\$12.57	\$12.57
1	\$12.72	\$12.72
2	\$12.87	\$12.87
3	\$13.02	\$13.02
4	\$13.16	\$13.16
5	\$13.31	\$13.31
6	\$13.61	\$13.61
7	\$13.90	\$13.90
8	\$14.20	\$14.20
9	\$14.49	\$14.49
10	\$14.79	\$14.79
11	\$14.79	\$14.79
12	\$14.79	\$14.79

13	\$14.79	\$14.79
14	\$14.79	\$14.79
15	\$14.79	\$14.79
16	\$14.79	\$14.79
17	\$14.79	\$14.79
18	\$14.79	\$14.79
19	\$14.79	\$14.79
20	\$14.79	\$14.79
25	\$14.79	\$14.79

Years of service will be calculated as of each January 1. For calendar year 2007, a Paraprofessional will be credited, as of January 1, 2007, with the years of service the Paraprofessional would have been credited on the Paraprofessional's 2007 anniversary date. The minimum amount of service, in a prior calendar year, to be counted as one (1) year of service would be one hundred twenty (120) days.

Paraprofessionals currently being paid more than the index rate for their years of service shall be frozen ("redlined") at their current hourly rate until their years of service and classification qualify for a higher rate of pay on the index.

Hourly rate advancements based on years of service will be made at the start of the first pay period following the Paraprofessional's completion of the years of service required for the advancement. "Years of service" will mean the number of years of work in a Paraprofessional position covered by this guideline.

Paraprofessionals used in after-school programs shall be compensated as follows:

	<u>Category</u>	<u>Hourly Rate</u>
1.	Assisting a Certified Teacher	Contract Rate
2.	Independent Instructional Work ("Highly-Qualified")	\$15.00-\$18.00 (depending on experience)
3.	Program Coordinator (Must be "Highly-Qualified"; no more than two (2) coordinators/program)	\$19.00-\$20.00 (depending on experience)

The building administrator will determine the actual rate of compensation to be paid in those categories where a compensation range, based on experience, is specified.

Section 19. Filling Vacancies. Vacancies will be posted for not less than five (5) working days by the Human Resources Department and will be filled, at the discretion of the building administrator, without regard to seniority, unless there are Paraprofessionals on lay-off, and subject to the limitations set forth below. Any interviews required under this Section shall be 'face-to-face' interviews.

The three (3) most senior Paraprofessionals responding to the vacancy posting and who meet the minimum qualifications for the vacant position as established in the posting for the vacancy must be interviewed by the building administrator. If there are three (3) or more internal applicants currently employed by the Corporation as Paraprofessionals, who meet the minimum qualifications for the position, the building administrator must fill the vacancy with one (1) of the three (3) most senior qualified applicants. If there is only one (1) qualified internal applicant, the vacancy may be filled at the building administrator's discretion. However, all internal applicants must be interviewed before the position can be filled with an outside applicant.

Section 20. Reduction in Force. Displaced Paraprofessionals will be offered any vacant Paraprofessional position in order of Corporation seniority, in any Classification in which the displaced Paraprofessional had worked prior to displacement.

If there are no vacant Paraprofessional positions at the time of the Paraprofessional's displacement, the displaced Paraprofessional may bump the least senior Paraprofessional in any Classification in which the displaced Paraprofessional had worked prior to displacement.

Displaced Paraprofessionals not placed into a new position under the provisions of this Section will be placed on the Paraprofessional's unit recall list for a period of three (3) months or one (1) pass, whichever comes later. Paraprofessionals on the recall list may respond to any posting. Paraprofessionals on the recall list will be offered, in order of seniority, any vacant position.

Section 21. Summer School Assignments. Summer School assignments will be offered first to building Paraprofessionals, in order of seniority within the classification of the assignment, in the building where the assignment exists. If the assignment is not filled by a candidate within the building, the assignment will be filled at the building administrator's discretion.

Section 22. "Work-Related" Assault and Battery Income Protection. In the case of absence of a Paraprofessional due to a compensable injury under Worker's Compensation resulting from an assault or battery arising out of, and in the course of, the Paraprofessional's employment with the Corporation, the Paraprofessional will be compensated the difference between Worker's Compensation payments and the Paraprofessional's regular salary for as long as Worker's Compensation payments continue, but not to exceed 160 working days. Sick leave need not be used in such a situation during the first 160 working days after the assault or battery.

Should the Paraprofessional be unable to return to work by the 160th working day after the assault or battery as a result of any compensable injury sustained, the Paraprofessional may do either of the following:

Amended 08/07/18, 08/01/17,
08/02/16, 08/04/15, 08/05/14, 08/06/13,
10/08/13, 1/27/12, 08/07/12, 1/11,
11/10, 8/10, 1/10, 8/09, 1/9, 11/08,
8/08, 12/7(2), 11/07, 9/07, 8/06, 11/05

1. If still receiving Worker's Compensation payments after the 160th working day, the Paraprofessional will be compensated the difference between Worker's Compensation payments and the Paraprofessional's regular salary provided the Paraprofessional uses 1/3 sick day for each day so compensated.
2. If Worker's Compensation payments have terminated, the Paraprofessional may take regular sick leave, if eligible. Paraprofessionals absent due to such a compensable injury may be required to provide medical proof of the Paraprofessional's anticipated "return to work" date or may be required to perform "light duty", if available and medically authorized.

Section 23. Miscellaneous. New hires and those rehired after a break in service will be considered probationary Paraprofessionals for the first sixty (60) working days. Probationary Paraprofessionals may be transferred, disciplined, suspended, or discharged as exclusively determined by the Board and will have no recourse under the Corporation's Classified Employee Complaint and Review Process.

All non-probationary employees within this unit may exercise any and all rights and privileges available under the Corporation's Classified Employee Complaint and Review Process.

A general meeting will be scheduled each February to give all Paraprofessionals an opportunity to voice their concerns about their working conditions. Management participation in this meeting shall be limited to: Superintendent; and Executive Director of Special Services.

The Human Resources Department shall provide each paraprofessional with an updated seniority list after the annual Paraprofessional Placement meeting but no later than October 31.

All unused benefit days as of December 31, 2005 will carry over for the remainder of the 2005-06 school year.

All Paraprofessionals may participate in the Corporation's Section 125 plan. All administrative costs or fees associated with the Section 125 plan will be paid by the Corporation.

Meet and Confer meetings will be scheduled with two weeks or more notification to all Paraprofessionals. Meetings will be held at 4:15 p.m. or after. Any changes to this guideline will be publicized in the weekly Administrative Bulletin.

Paraprofessional vacancy mailings to home addresses will be discontinued beginning August, 2012.

Amended 08/07/18, 08/01/17,
08/02/16, 08/04/15, 08/05/14, 08/06/13,
10/08/13, 1/27/12, 08/07/12, 1/11,
11/10, 8/10, 1/10, 8/09, 1/9, 11/08,
8/08, 12/7(2), 11/07, 9/07, 8/06, 11/05