

Educational Interpreters/Language Translators

Section 1. Unit Determination. This Administrative Guideline applies to all educational interpreters and language translators. For the purposes of this Administrative Guideline, an educational interpreter is a person who uses sign language in the school setting for the purpose of facilitating communication between users and non-users of sign language and who is fluent in the languages used by both deaf and non-deaf persons. For purposes of this Administrative Guideline, a language translator is a person whose primary job responsibility is to facilitate communication with non-English speaking students, parents and other patrons of East Allen County Schools.

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

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

1. Educational Interpreters: The number of days students are actually in attendance plus three (3) additional days with the approval of the building administrator and the Executive Director of Special Services.
2. Language Translators: The number of days students are actually in attendance plus three (3) additional days with the approval of the building administrator and the Executive Director of Student Services.

If schools close prior to start of the Employee's normal work day, the Employee shall not report to work. If schools are required to close after the Employee arrives, the Employee 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, with the approval of the building administrator, the Employee will have the option of reporting at the Employee's normal starting time. On student make-up days, the Employees will be assigned their normal hours. On late arrival and early dismissal days reserved for collaboration, the Employee will have the option of attending a collaboration session related to the Employee's work assignment, if one is available, or working a reduced day schedule.

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 Employee.

Section 5. Extra Hours/Overtime. Employees requested to work extra hours either immediately prior to, or immediately after, the Employee's normal work day will be paid the Employee'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:

1. All hours over eight (8) hours in a single work day;
2. Any hours over forty (40) hours in a single work week;
3. Any hours worked on a Saturday or a Sunday;

Section 6. Personal Illness Leave. An Employee 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 Employee from carrying out the Employee's duties. For Employees 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 Employee's Supplemental Retirement Account and will be unavailable for use for regular personal illness leave.

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 Employee may use personal illness leave as needed up to the Employee'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 Employee's regular straight time hourly rate times the number of hours the Employee 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 illness involving a Employee's spouse, child, step-child, parent, step-parent, parent-in-law, brother, sister, grandchild or a person living in the Employee's household as part of the family calls for his/her absence 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). An Employee may elect to use ten (10) days of accumulative personal illness leave for family illness. One (1) day's pay will be the Employee's regular straight time hourly rate times the number of hours the Employee is regularly scheduled to work.

Section 8. Personal Leave. A Employee with prior approval of the building administrator/immediate supervisor, will be allowed two (2) working days off per year (July 1 - June 30) with pay for personal leave. If a personal leave day is unused in any one school year, it will be added to the accumulated personal illness leave days. Personal business leave days are non-accumulative from year to year. Personal leave may be taken in one-half (1/2) day units. One (1) day's pay will be the Employee's regular straight time hourly rate times the number of hours the Employee is regularly scheduled to work.

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 Employee's home as part of the family, a Employee 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.

For the death of a grandparent, grandparent-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, an Employee 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 Employee's family, not included above.

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

Section 10. Legal Leave. Each Employee who is subpoenaed by the Corporation to appear as a witness in court, or is subpoenaed to appear in a criminal proceeding during any work day, will receive full compensation for the time absent from work. Each Employee 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 an Employee is released from jury duty before the end of the Employee'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 an Employee a leave of absence without pay upon written request and upon good cause being shown for a period not to exceed one (1) year. An Employee returning to work, after a Board-approved leave, will be returned to the Employee's former job, if such position exists. If the Employee's job no longer exists, the Employee will have the reassignment rights outlined in Section 20. An eligible Employee is not required to use the Employee's available paid leave in Family and Medical Leave Act (FMLA) leave situations.

Section 12. Time Off Without Pay. A Employee may take up to a maximum of five (5) working days off without pay per year (July 1-June 30). Unpaid days may be taken in half-day or full day units.

An employee needing to use more than five (5) unpaid days in a year but not requiring an extended Corporation-approved unpaid leave of absence, may apply to the Human Resources Department for permission to take additional unpaid days. The Director of Human Resources, at his/her discretion, may grant such request based upon a determination of the existence of extenuating circumstances and determination that no substantial or material disruption will occur in school operations if the request for extended leave were granted.

Section 13. Insurance. The Corporation will provide a plan of group insurance for Employees and their dependents. The plan for Employees will consist of:

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.

1. For employees whose regular work schedule makes him/her a full-time employee in accordance with the "Full-Time" definition contained in the Affordable Care Act shall receive the same contribution level paid by the Corporation for the Administrators Group Health Insurance for Employee Only, or Employee Plus One, or Family coverage. 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. The Corporation will also determine the premium to be charged for each level of coverage available and may modify said premium amounts as needed from time to time 74% of the full life insurance premium.

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

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.

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. Retirees eligible for Medicare may be required to participate in Medicare supplemental programs. 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 Employee 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 Employee'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 Employee'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 Administrative Guideline in effect when the claim is filed.

Section 15. Public Employees' Retirement Fund Participation. Any Employee 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 Employee 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.

Any Employee participating in PERF 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 Employees last hired by the Corporation prior to January 1, 2006.

Any Employee 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 Corporation 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 Employee (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 Employee 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 Employee 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.

An Employee 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 an Employee 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 Employee's regular straight hourly rate times the number of hours the Employee 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 Employee's regularly accumulated sick leave to be reduced.

If the Employee 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 Employee may elect to be compensated the difference between Worker's Compensation and the Employee's regular daily wage.

Payments made by the Corporation commencing with the thirty-first (31st) day will be charged against the Employee's accumulated sick leave on a basis of one-third (1/3) sick leave day until the Employee'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 Employee to work. The Employee may elect not to receive sick leave pay from the Corporation, and as a result, such time will not be charged against the Employee'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 Employee's responsibilities will be allowed without a loss of pay or reduction of sick leave benefits for thirty (30) days after the Employee returns to work. After the thirty (30) day period, the Employee 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 Employee provide verification of such physician required appointment for follow-up care.

Section 18. Compensation. The following hourly rates will be paid to Language Translators:

<u>Years of Service</u>	<u>Regular</u>		<u>Highly Qualified</u>	
	<u>2015</u> (beginning first pay of the year)	<u>2016</u>	<u>2015</u> (beginning first pay of the year)	<u>2016</u>
Start:	\$15.38/hour	\$15.69/hour	\$15.68/hour	\$15.99/hour
1 Year of Service:	\$15.80/hour	\$16.21/hour	\$16.20/hour	\$16.22/hour

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

Language Translators 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 (Not "Highly-Qualified")	Contract Rate
3. Independent Instructional Work ("Highly-Qualified")	\$15.30-\$18.36 (depending on experience)
4. Program Coordinator (Must be "Highly-Qualified"; no more than two (2) coordinators/program)	\$19.38-\$20.40 (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.

The following hourly rates will be paid to Educational Interpreters:

<u>Years of Service</u>	<u>Trainee</u>		<u>RID/NIC Certified</u>	
	<u>2015</u> (beginning first pay of the year)	<u>2016</u>	<u>2015</u> (beginning first pay of the year)	<u>2016</u>
Start:	\$12.81/hour	\$13.07/hour	\$13.58/hour	\$13.85/hour
1 Year in Classification	\$13.33/hour	\$13.60/hour	\$14.09/hour	\$14.37/hour

<u>Years of Service</u>	<u>RID/NIC Advanced Certified</u>		<u>RID/NIC Master Certified</u>	
	<u>2015</u> (beginning first pay of the year)	<u>2016</u>	<u>2015</u> (beginning first pay of the year)	<u>2016</u>
Start:	\$16.40/hour	\$16.73/hour	\$18.45/hour	\$18.82/hour
1 Year in Classification	\$16.91/hour	\$17.24/hour	\$18.96/hour	\$19.34/hour

An Educational Interpreter may move to the next classification level only at the start of the school year following verification of qualification for the higher classification status. At the discretion of the Executive Director of Special Services, an acceptable score on an equivalent local assessment may be substituted for a national certification to qualify for a higher salary level until such time as a national certification becomes a mandated requirement for State of Indiana certification.

Educational Interpreters used in after-school programs shall be paid the greater of contract rate, or:

- A. \$15.30 - \$18.36/hour for independent instructional work.
- B. \$19.30 - \$20.40/hour for program coordination.

The building administrator for the building where the after-school program is housed, subject to the approval of the Executive Director of Special Services, will determine the actual rate of compensation to be paid if a range of pay is authorized.

No Educational Interpreter hired prior to January 1, 2006 shall be paid less than \$15.30/hour in calendar year 2006, \$15.80/hour in calendar year 2007, and \$16.20/hour in calendar year 2008 regardless of classification. This provision is retroactive to January 1, 2006.

Section 19. Filling Vacancies. Vacancies will be posted for not less than five (5) working days by the Human Resources Department. Language Translator vacancies will be filled, at the discretion of the building administrator, without regard to seniority. Educational Interpreter vacancies will be filled, at the discretion of the Executive Director of Special Services, without regard to seniority. Educational Interpreters are subject to reassignment or relocation at the discretion of the Executive Director of Special Services.

Section 20. Reduction in Force. Displaced Employees will be offered any vacant position in order of Corporation seniority, for which the Employee is qualified.

Displaced Employees not placed into a new position under the provisions of this Section will be placed on the Employee's unit recall list for a period of one (1) year. Employees on the recall list may respond to any posting.

Section 21. Summer School Assignments. Summer School assignments will be offered first to building Employees, 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 an Employee due to a compensable injury under Worker's Compensation resulting from an assault or battery arising out of, and in the course of, the Employee's employment with the Corporation, the Employee will be compensated the difference between Worker's Compensation payments and the Employee'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 Employee 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 Employee may do either of the following:

1. If still receiving Worker's Compensation payments after the 160th working day, the Employee will be compensated the difference between Worker's Compensation payments and the Employee's regular salary provided the Employee uses 1/3 sick day for each day so compensated.
2. If Worker's Compensation payments have terminated, the Employee may take regular sick leave, if eligible. Employees absent due to such a compensable injury may be required to provide medical proof of the Employee'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 Employees for the first sixty (60) days of actual work and will not be eligible for any supplemental benefits during the probationary period. Probationary Employees 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.

All Employees 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.