



## Edison School of the Arts

### JANUARY 2024 BOARD MEETING

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#### Date and Time

Tuesday January 16, 2024 at 5:30 PM EST

#### Location

This is an in-person meeting held in the media center at Edison School of the Arts.

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**Edison School of the Arts Mission** is to continue to be an educational and artful resource for all students, parents, community, and staff members by consistent and focused professional development, invitational practices by all, utilizing quarterly and annual reviews. We will continue to develop our educational and arts aesthetic by expanding our arts experiences, exposure, and partnerships

**Edison School of the Arts Vision** is to provide an environment that promotes high academic and creative achievement through implementation of visual and performing arts course programming. We encourage students to become responsible citizens who are culturally diverse. We develop lifelong learners, appreciators, and consumers of the arts.

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#### Agenda

	Purpose	Presenter	Time
<b>I. Opening Items</b>			<b>5:30 PM</b>
<b>A.</b> Record Attendance		Vionta Jones	1 m
<b>B.</b> Call the Meeting to Order	Discuss	Tanya Overdorf	1 m
<b>C.</b> Adoption of Agenda	Vote	Tanya Overdorf	5 m

	Purpose	Presenter	Time
<b>D.</b> Welcome & Introductions	Discuss	Tanya Overdorf	1 m
<b>E.</b> Open Door Law Review		Ernest Disney-Britton	5 m
<p>The agency must post the notice on the outside of its main office or at the meeting location. It must send notices to any media that asked by January 1 of the current year to receive them.</p> <p>The 48-hour notice period does not include Saturdays, Sundays, or legal holidays. The notice for an executive session must state the specific part of the Open Door Law that allows it to be a private meeting. Agencies must keep memoranda of each public meeting and make them available to you for inspection and copying within a reasonable time after the meeting. Memoranda generally include:</p> <ul style="list-style-type: none"> <li>• Date, time, and place of the meeting</li> <li>• Members present or absent</li> <li>• General information on matters discussed or decided</li> <li>• Record of votes taken, listed by individual if a roll call vote was taken</li> </ul> <p>Agencies must also make any minutes taken available to you for inspection and copying. The minutes and memoranda for executive sessions must identify the specific part of the Open Door Law that allowed it to be a private meeting. They must also state that no other matters were discussed during the session.</p>			
<b>F.</b> Board Member Comments	Discuss	Tanya Overdorf	5 m
2-minutes each			
<b>G.</b> Public Comments		Tanya Overdorf	15 m
3-minutes each (maximum per speaker)			
A timer will be set.			
<b>H.</b> December 2023 Meeting Minutes	Approve Minutes	Tanya Overdorf	5 m
<b>II. Board Chair Report</b>			<b>6:08 PM</b>
<b>A.</b> Introduction of CEO	Discuss	Tanya Overdorf	5 m
<b>III. Executive Director's Report</b>			<b>6:13 PM</b>

	Purpose	Presenter	Time
<b>A.</b> Executive Director's Report	Discuss	Michelle Brittain-Watts	5 m
<b>B.</b> Facilities Report & Updates	FYI	Ted Givens	5 m
Waiting on approval from IPS Facilities Management Department.			
<b>IV. Academic Excellence Committee</b>			<b>6:23 PM</b>
<b>A.</b> Committee Chair Report	FYI	Kelli Marshall	5 m
<b>B.</b> Personnel Report	Discuss	Amy Berns	5 m
<b>V. Treasurer's Report</b>			<b>6:33 PM</b>
<b>A.</b> December 2023 Financial Report	FYI	Gregory Wallis	5 m
<b>B.</b> YTD Stipends 2023	FYI	Gregory Wallis	10 m
<b>C.</b> Submit Financial Budget 23-24 Academic Year	Discuss	Gregory Wallis	5 m
1. Under review will table until the February 2024 meeting.			
<b>D.</b> Collective Bargaining Agreement	Vote	Gregory Wallis	5 m
<b>E.</b> 2024 Edison Active Shooter/Workplace Violence Renewal Application	Vote	Gregory Wallis	5 m
<b>F.</b> Payroll Handbook Addition	Vote	Amy Berns	5 m
1. Missed Punches			
2. Stipend Pay Forms			
3. Missed PTO Entries			
4. Updates added to page 20			
<b>VI. Advancement Committee</b>			<b>7:08 PM</b>
<b>A.</b> Advancement Report	FYI	Penny Guthrie	5 m
<b>VII. Building &amp; Grounds Chair Report</b>			<b>7:13 PM</b>
<b>A.</b> Homeless Update	Discuss	Ted Givens	5 m
<b>VIII. Governance Chair Report</b>			<b>7:18 PM</b>

	Purpose	Presenter	Time
<b>A.</b> Update on agenda development process	Discuss	Ernest Disney-Britton	5 m
<b>IX. Other Business</b>			<b>7:23 PM</b>
<b>A.</b> New Business	Discuss	Tanya Overdorf	
<b>X. Final Board Comments</b>			<b>7:23 PM</b>
3-minutes each			
<b>A.</b> 3-minutes for each Board member	FYI	Tanya Overdorf	6 m
<b>XI. Closing Items</b>			<b>7:29 PM</b>
<b>A.</b> Adjourn Meeting	Vote		

# Coversheet

## December 2023 Meeting Minutes

**Section:** I. Opening Items  
**Item:** H. December 2023 Meeting Minutes  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:** Minutes for DECEMBER 2023 BOARD MEETING on December 19, 2023

APPROVED



## Edison School of the Arts

### Minutes

#### DECEMBER 2023 BOARD MEETING

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##### **Date and Time**

Tuesday December 19, 2023 at 5:30 PM

##### **Location**

This is an in-person meeting held in the media center at Edison School of the Arts.

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**Edison School of the Arts Mission** is to continue to be an educational and artful resource for all students, parents, community, and staff members by consistent and focused professional development, invitational practices by all, utilizing quarterly and annual reviews. We will continue to develop our educational and arts aesthetic by expanding our arts experiences, exposure, and partnerships

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##### **Directors Present**

G. Wallis, K. Marshall, T. Givens, T. Overdorf

##### **Directors Absent**

K. Feeney-Caito

##### **Ex Officio Members Present**

E. Disney-Britton

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### **Non Voting Members Present**

E. Disney-Britton

### **Guests Present**

A. Berns, E. Palacios, P. Guthrie, V. Jones

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## **I. Opening Items**

### **A. Record Attendance**

### **B. Call the Meeting to Order**

T. Overdorf called a meeting of the board of directors of Edison School of the Arts to order on Tuesday Dec 19, 2023 at 5:40 PM.

### **C. Adoption of Agenda**

T. Overdorf made a motion to Adoption of the agenda K. Marshall seconded the motion. The board **VOTED** to approve the motion.

### **D. Welcome & Introductions**

### **E. Open Door Law Review**

### **F. Board Member Comments**

### **G. Public Comments**

### **H. November 2023 Meeting Minutes**

T. Overdorf made a motion to approve the minutes from Executive Session on 11-28-23.

K. Marshall seconded the motion.

Approved November 2023 meeting minutes and Executive Session

The board **VOTED** to approve the motion.

T. Overdorf made a motion to approve the minutes from NOVEMBER 2023 BOARD MEETING on 11-28-23.

K. Marshall seconded the motion.

The board **VOTED** to approve the motion.

## **II. Board Chair Report**

### **A. Update on Executive Director & CEO Search**

Selected a new CEO; Dr. Michelle Brittain-Watts.

### **III. Building Administrator Report**

#### **A. Personnel Report**

Amy Berns discussed :

- NWEA Testing
- Arts Integration
- Winter Concert

#### **B. Building Administration Report**

Presented by Amy Berns.

#### **C. Facilities Report & Updates**

### **IV. Academic Excellence Committee**

#### **A. Committee Chair Report**

Discussed by Kelli Marshall.

### **V. Treasurer's Report**

#### **A. November 2023 Financial Report**

Presented by Greg Wallis.

#### **B. YTD Stipends 2023**

Presented by Greg Wallis.

#### **C. Submit Financial Budget 23-24 Academic Year**

Discussed by Greg Wallis.



## **VI. Advancement Committee**

### **A. Advancement Report**

Discussed by Penny Guthrie.

## **VII. Closing Items**

### **A. Adjourn Meeting**

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 6:13 PM.

Respectfully Submitted,  
T. Overdorf

# Coversheet

## Executive Director's Report

**Section:** III. Executive Director's Report  
**Item:** A. Executive Director's Report  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** January Executive Director Report.pdf



Edison School of the Arts	
January Board Report – Executive Director	
Academics	<ul style="list-style-type: none"> <li><input type="checkbox"/> Middle school math is at least 5 points above the district and math on NWEA MOY testing.</li> <li><input type="checkbox"/> Compared to the nation, Edison narrowed the gap in 7<sup>th</sup> grade math by 7 points.</li> <li><input type="checkbox"/> 6<sup>th</sup> grade ELA is 4 points above the district on NWEA MOY</li> </ul>
Arts	<ul style="list-style-type: none"> <li><input type="checkbox"/> Adjustments to arts enrichments are taking place and new groups will start next week.</li> <li><input type="checkbox"/> Preparation for our Black History performance are underway.</li> </ul>
Facilities	<ul style="list-style-type: none"> <li><input type="checkbox"/> During the winter break shutdown, Edison scored a 99% for our energy conservation efforts which is a huge improvement from fall break where we scored 41%!</li> </ul>
Athletics	<ul style="list-style-type: none"> <li><input type="checkbox"/> Girls basketball tryouts were held for grades 4-8.</li> </ul>

# Coversheet

## Committee Chair Report

**Section:** IV. Academic Excellence Committee  
**Item:** A. Committee Chair Report  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** January Academic Excellence Report .docx (1).pdf



## Edison School of the Arts

### December Academic Excellence Report (Dec. 13<sup>th</sup> – Jan. 10<sup>th</sup> - 10 instructional days)

#### Staffing Updates

#### Personnel Updates

Rationale for those leaving

- Sped. Teacher – resignation received 12-18-23
  - Option was termination or resignation
- Sped. Teacher – resignation received 12-18-23
  - Left to work at another school where their mother was going to work
- Sped. 1:1 – resignation received 1-3-24
  - Lack of childcare
- Social Worker – resignation received 12-22-23
  - Left school social work and lighter hours per week

#### Vacancies

- 6<sup>th</sup> grade Math, 4<sup>th</sup> grade ELA, ESL teacher (2) - one additional position was allotted after ADM count, Sped. (3), Sped. 1:1 (3), Social Worker
- Classified Positions:
  - Number of Applicants – 0 (waiting on IPS to post the positions). Edison went ahead and posted on our Nimble account and Indeed to try to gain more applicants.
  - Number of Unresponsive Applicants – 0
  - Number of No Call/No Show Interviews - 0
  - Number of interviews conducted – 0
  - Number of proposed offers – 0
- Certified Positions
  - Number of Applicants – 0
  - Number of Unresponsive Applicants – 0
  - Number of No Call/No Show Interviews - 0
  - Number of interviews conducted - 0
  - Number of proposed offers – 0
  - Number of Unlicensed Applicants - 0

#### Academics

- Data Dashboard (including MTSS Dashboard)

- Academic Enrichment update:
  - The previous tracker was a trial run to see what works and what didn't. From that, a new enrichment tracker was created that includes the high priority standards.
  - Coaches are creating the assessments to correlate with the high priority standard that was assigned.
  - Data will be entered in weekly by the classroom teachers.
  - Data meetings will be used weekly to have rich conversations regarding the data and next steps.
- IREAD-3 Updates
  - Students took their 3<sup>rd</sup> ILEARN practice test. New groups were formed based on that data.
  - Seeing a small amount of growth from previous month, averaging around 3%
  - Analyzed data to determine highest need area – non-fiction reading comprehension
  - Adjusted materials to address gaps
  - Created a home IREAD-3 incentive to increase reading opportunities.
- Highlights:
  - 7<sup>th</sup> & 8<sup>th</sup> grade math are at least 5 points above the district in math
  - 6<sup>th</sup> grade ELA is 4 points above the district
  - Compared to the nation, Edison narrowed the gap in 7<sup>th</sup> grade math by 7 points.
  - On average, Edison students who are participating in Ignite Tutoring are progressing at a slightly faster rate than Ignite's average (2.4 vs 2.7).
- Area for Growth & Next Steps:
  - Monitoring the mini lessons during Academic Enrichments to make sure the reteaches are effective. Coaches will monitor Enrichments daily Mon-Wed.
  - Updates: NWEA MOY data Analyze NWEA Winter data
  - Upcoming training on data and reacting to data with targeted students

### Overall Attendance Percentages (October 18th-November 20th):

- Staff - 85%
  - Arts - 90%
  - Support Staff - 70%
  - Teachers - 95%
- Students - 87%
  - IPS was out 3 days prior to Edison for Winter Break. However, the difference excluding those days is only 1%, therefore indicating that while IPS was out early, there was not a significant impact by that.
- Leadership Team - 99%

### Special Education Update

- Compliance Updates per IDOE:
  - Move-In Case Conferences: 100% compliant
  - Annual Case Conferences: 99% compliant
    - Student's case conference was rescheduled. The student ended up moving. It is documented that the TOR contacted the new school to hold a joint conference, however the parent requested that the new school do the ACR. The student is still showing on our roster, therefore it is showing out of compliance.

- Initial Case Conferences: 100% compliant
- Progress Monitoring: 100% compliant
  - Note: Due to abrupt vacancies, progress monitoring points that were collected were not documented in IIEP. Sped. Dir. is working on completing that data. Sped. Director has created a progress monitoring schedule and will pull students in groups to assess goal progress.
- Updates on Achievement
  - Three student IEP goals have been met showing they are making progress and new goals are then created.
- Temporary Plan
  - Adjust schedules to have IA's covering pull out minutes. Gen. Ed. Teachers will cover push in services with small group instruction daily in class.
  - Teachers will receive a document to identify standards focus and attendance for the week. Edison Sped. Director will transfer that information into the minutes tracker.

### Discipline (12/13/23 – 1/10/24)

Note: Interventions are used to support students with recurrent behaviors to ensure their actions are not impacting their learning and the learning of others.

- **Total number of classroom interventions by grade level**
  - Kindergarten – 34 (9 students)
  - 1<sup>st</sup> Grade – 11 (2 students)
  - 2<sup>nd</sup> Grade – 12 (4 students)
  - 3<sup>rd</sup> Grade – 10 (5 students)
  - 4<sup>th</sup> Grade – 8 (8 students)
  - 5<sup>th</sup> Grade – 10 (7 students)
  - 6<sup>th</sup> Grade – 12 (7 students)
  - 7<sup>th</sup> Grade – 30 (16 students)
  - 8<sup>th</sup> Grade – 24 (11 student)
  - **Total interventions: 151** For K-4, around 87% of the incidents came from the classroom. The top incidents in the classrooms were for students who requested a break or took a break was 83% and 71% of the incidents were for physical behavior. For 5<sup>th</sup>-8<sup>th</sup> grade, the top areas in order came from the café, hallways, classroom, student seeking out adult support.
- **Number of OSS by Grade Level:**
  - Kdg. – 4
  - 1st - 0
  - 2nd – 2
  - 3rd – 2 (same student)
  - 4th – 1
  - 5th - 0
  - 6th - 2
  - 7th - 1
  - 8th - 0
  - Total - 12

### Additional Challenges:

- Staffing continues to be a challenge on a daily basis
- Staff attendance, specifically support staff
- WIDA testing will be starting which will pull additional staff to support
- Sped. Service minutes
- Lack of highly qualified applicant pool for teaching vacancies
- Student attendance and number of chronic attendance concerns
- Maintaining or above the district in NWEA, but the gap with the nation continues to increase.



# Coversheet

## December 2023 Financial Report

**Section:** V. Treasurer's Report  
**Item:** A. December 2023 Financial Report  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** Edison Financials 2023.12.31.pdf

## Edison School for the Arts

### Statement of Financial Position Comparison

As of December 31, 2023

	<u>Dec-23</u>	<u>Nov-23</u>	<u>Change</u>	<u>% Change</u>	<u>Dec-22</u>
<b>ASSETS</b>					
<b>Current Assets</b>					
<b>Bank Accounts</b>					
NBOI Operating	24,740	24,743	(3)	0.0%	1,177,146
Restricted Checking	5,572	10,566	(4,995)	-47.3%	10,403
Savings Sweep- (0093)	1,315,354	1,239,156	76,197	6.1%	
<b>Total Bank Accounts</b>	<b>1,345,665</b>	<b>1,274,466</b>	<b>71,200</b>	<b>5.6%</b>	<b>1,187,549</b>
<b>Accounts Receivable</b>					
Accounts Receivable	62,013	124,342	(62,330)	-50.1%	155,700
<b>Total Accounts Receivable</b>	<b>62,013</b>	<b>124,342</b>	<b>(62,330)</b>	<b>-50.1%</b>	<b>155,700</b>
<b>Total Current Assets</b>	<b>1,407,678</b>	<b>1,398,808</b>	<b>8,870</b>	<b>0.6%</b>	<b>1,343,249</b>
<b>Fixed Assets</b>					
Accumulated Depreciation	(176,589)	(176,589)	-	0.0%	(152,998)
Furniture and equipment	168,332	168,332	-	0.0%	160,328
Textbooks	64,424	64,424	-	0.0%	64,424
<b>Total Fixed Assets</b>	<b>56,167</b>	<b>56,167</b>	<b>-</b>	<b>0.0%</b>	<b>71,754</b>
<b>TOTAL ASSETS</b>	<b>1,463,845</b>	<b>1,454,975</b>	<b>8,870</b>	<b>0.6%</b>	<b>1,415,003</b>
<b>LIABILITIES AND EQUITY</b>					
<b>Liabilities</b>					
<b>Current Liabilities</b>					
<b>Accounts Payable</b>					
Accounts Payable (A/P)	2	-	2		1,522
<b>Total Accounts Payable</b>	<b>2</b>	<b>-</b>	<b>2</b>		<b>1,522</b>
<b>Credit Cards</b>					
Credit Card	-	11,270	(11,270)	-100.0%	15,496
<b>Total Credit Cards</b>	<b>-</b>	<b>11,270</b>	<b>(11,270)</b>	<b>-100.0%</b>	<b>15,496</b>
<b>Total Current Liabilities</b>	<b>2</b>	<b>11,270</b>	<b>(11,269)</b>	<b>-100.0%</b>	<b>17,017</b>
<b>Total Liabilities</b>	<b>2</b>	<b>11,270</b>	<b>(11,269)</b>	<b>-100.0%</b>	<b>17,017</b>
<b>Equity</b>					
Opening Balance Equity	8,205	8,205	-	0.0%	8,205
Retained Earnings	1,452,973	1,452,973	-	0.0%	1,061,390
Net Revenue	2,665	(17,474)	20,139	115.3%	328,390
<b>Total Equity</b>	<b>1,463,843</b>	<b>1,443,704</b>	<b>20,139</b>	<b>1.4%</b>	<b>1,397,985</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>1,463,845</b>	<b>1,454,975</b>	<b>8,870</b>	<b>0.6%</b>	<b>1,415,003</b>

## Edison School for the Arts Statement of Activity July - December, 2023

	<u>Jul 2023</u>	<u>Aug 2023</u>	<u>Sep 2023</u>	<u>Oct 2023</u>	<u>Nov 2023</u>	<u>Dec 2023</u>	<u>Total</u>
<b>Revenue</b>							
Contributions						1,300	1,300
ESSER Pass Through Revenue		38,016	45,834	62,013			145,862
Grants			36,000	2,500	34,000		72,500
Interest Income	1,747	1,755	3,234	4,674	4,435	4,518	20,363
Other Revenue		296	6,800	2,000	2,653	3,500	15,250
Collective Bargaining Share						93,200	93,200
Total Other Revenue	-	<b>296</b>	<b>6,800</b>	<b>2,000</b>	<b>2,653</b>	<b>96,700</b>	<b>108,450</b>
SBA Funding	425,165	425,165	425,165	425,165	425,165	425,165	2,550,992
Teacher Appreciation Grant						14,316	14,316
Title I	4,630	3,227			62,330	64,773	134,960
<b>Total Revenue</b>	<b>431,542</b>	<b>468,460</b>	<b>517,033</b>	<b>496,352</b>	<b>528,583</b>	<b>606,773</b>	<b>3,048,743</b>
<b>Gross Profit</b>	<b>431,542</b>	<b>468,460</b>	<b>517,033</b>	<b>496,352</b>	<b>528,583</b>	<b>606,773</b>	<b>3,048,743</b>
<b>Expenditures</b>							
Advertising/Marketing	3,614	1,772	1,765				7,150
Insurance			2,413	2,413	2,413	2,413	9,652
Melio Credit card fee	23	24	18	14	20	32	129
Office Supplies & Software		(178)					(178)
Other/Contingency							-
Advertising/Marketing				2,732	2,221		4,953
Travel	98	(98)			1,884		1,884
Total Other/Contingency	<b>98</b>	<b>(98)</b>	<b>-</b>	<b>2,732</b>	<b>4,104</b>	<b>-</b>	<b>6,836</b>
Professional Development	4,472	(1,099)	18,360	88	451	10,817	33,089
Travel for PD	33	108					141
<b>Total Professional Development</b>	<b>4,505</b>	<b>(991)</b>	<b>18,360</b>	<b>88</b>	<b>451</b>	<b>10,817</b>	<b>33,230</b>
<b>Purchased Services</b>							-
Accounting Services	3,500	7,150	7,150	7,150	7,150	7,150	39,250
Bank Fees				50	50	54	154
Dues & Subscriptions	4,920	13,729	2,768	357	1,217		22,992
Field Trips	560			213		(510)	263
IPS Purchased Services	86,953	37,565	44,515	48,322	42,462	58,656	318,474
IT Services	2,466	2,466	2,466	2,466	2,466	2,466	14,798
Legal Fees				9,695	558	15,799	26,052
Nursing Services	3,712	1,276					4,988
Other Professional Services	15,678	610	5,649	2,310	70	6,070	30,386
PEO Admin Fee	1,896	3,633	3,550	3,389	5,760	3,838	22,065
Substitute Teachers			2,142				2,142
<b>Total Purchased Services</b>	<b>119,686</b>	<b>66,429</b>	<b>68,241</b>	<b>73,952</b>	<b>59,733</b>	<b>93,523</b>	<b>481,564</b>
<b>Salaries/Benefits/Taxes</b>							-
Admin Salaries - Certified	14,024	32,395	32,395	32,779	49,169	32,466	193,227
Admin Salaries - Non-Certified	10,992	23,692	22,567	19,192	28,939	19,282	124,665
FICA Taxes	11,535	19,038	21,947	18,603	28,206	21,571	120,901
Health Insurance	13,567	23,686	42,808	37,351	62,127	21,376	200,914
Instructional Salaries - Certified	118,319	163,421	157,775	162,756	244,528	169,884	1,016,683

## Edison School for the Arts Statement of Activity July - December, 2023

	<u>Jul 2023</u>	<u>Aug 2023</u>	<u>Sep 2023</u>	<u>Oct 2023</u>	<u>Nov 2023</u>	<u>Dec 2023</u>	<u>Total</u>
<b>Instructional Salaries - Non-Certified</b>	9,964	45,605	46,142	36,628	67,384	51,415	257,137
<b>Other Benefits</b>	831	1,606	1,606	1,744	2,532	986	9,304
<b>Retirement Match</b>	(2,134)	1,937	1,436	3,919	(501)	962	5,619
<b>Stipends</b>	4,009	3,982	49,380	17,634	10,235	24,146	109,386
<b>SUI</b>	220	1,235	1,109	395	511	435	3,904
<b>TRF/ PERF Expense</b>	20,988	29,318	26,795	45,442	24,322	27,669	174,534
<b>Workers Comp</b>	622	1,039	1,198	1,024	1,549	1,156	6,587
<b>Total Salaries/Benefits/Taxes</b>	<u>202,938</u>	<u>346,953</u>	<u>405,158</u>	<u>377,466</u>	<u>519,000</u>	<u>371,347</u>	<u>2,222,861</u>
<b>School Events</b>	2,053		1,389				3,442
<b>Athletics</b>				356	181		537
<b>Parent Involvement</b>	1,172			1,520	444		3,136
<b>Performance</b>	840	5,179	263	1,070	901	1,362	9,614
<b>Student Recognition</b>	1,773	317		1,043	6,215	5,730	15,079
<b>Total School Events</b>	<u>5,839</u>	<u>5,496</u>	<u>1,652</u>	<u>3,990</u>	<u>7,741</u>	<u>7,092</u>	<u>31,809</u>
<b>Supplies &amp; Materials</b>						307	307
<b>Art Supplies</b>	131	12					144
<b>Classroom Supplies</b>	6,921	1,941		595	200		9,658
<b>Curriculum &amp; Assessments</b>	30,160	(231)	42,794	4,031		95,836	172,589
<b>Custodial Supplies</b>	56	57	132				245
<b>Extra- Curricular Supplies</b>	141	190	341		154		826
<b>Furniture</b>	4,973	46		136	156		5,311
<b>Hardware/Software</b>	9,348	60	1,380	6,225	492		17,504
<b>Musical Instruments</b>			3,730				3,730
<b>Office Supplies</b>	3,479	3,432	5,216	3,306	1,562	1,764	18,759
<b>Staff Appreciation</b>	5,094	5,850	1,593	3,327	4,586	3,504	23,953
<b>Total Supplies &amp; Materials</b>	<u>60,302</u>	<u>11,358</u>	<u>55,186</u>	<u>17,619</u>	<u>7,150</u>	<u>101,411</u>	<u>253,025</u>
<b>Total Expenditures</b>	<u>397,003</u>	<u>430,764</u>	<u>552,792</u>	<u>478,273</u>	<u>600,612</u>	<u>586,634</u>	<u>3,046,078</u>
<b>Net Operating Revenue</b>	<u>34,539</u>	<u>37,696</u>	<u>(35,758)</u>	<u>18,079</u>	<u>(72,029)</u>	<u>20,139</u>	<u>2,665</u>
<b>Net Revenue</b>	<u>34,539</u>	<u>37,696</u>	<u>(35,758)</u>	<u>18,079</u>	<u>(72,029)</u>	<u>20,139</u>	<u>2,665</u>

# Coversheet

## YTD Stipends 2023

**Section:** V. Treasurer's Report  
**Item:** B. YTD Stipends 2023  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** YTD Stipends 2023.12 (5).pdf

Pay Description	August 2023		September 2023		October 2023		November 2023		December 2023		YTD	
	Amount Paid	Hours	Amount Paid	Hours	Amount Paid	Hours	Amount Paid	Hours	Amount Paid	Hours	Amount Paid	Hours
1099 Hours	\$ 6,335	571	\$ 7,069	714	4,057	410	6,970	715	7893.84	816	\$ 32,325	3,226
AFTER HOURS	\$ 2,184	80	\$ 222	16	805	11	495	17	75	3	\$ 3,782	127
AFTER SCHOOL CLUB	\$ 764	28	\$ 294	22	1,897	50	-	-	1,832	45	\$ 4,787	145
ARTS	\$ -	-	\$ -	-	-	-	-	-	13,070	16	\$ 13,070	16
ATHLETICS	\$ -	-	\$ -	-	7,700	2	-	-	4,200	2	\$ 11,900	4
BONUS +	\$ 500	1	\$ 1,500	1	-	-	-	-	-	-	\$ 2,000	2
BONUS	\$ -	-	\$ 39,975	27	-	-	-	-	-	-	\$ 39,975	27
CONTRACT PAYOUT	\$ 1,071	1	\$ 2,876	1	2,050	1	-	-	-	-	\$ 5,997	3
CONTRACT PAYOUT	\$ 520	1	\$ 3,799	2	-	-	-	-	-	-	\$ 4,319	3
OUTDOOR CLASS	\$ 195	7	\$ 465	16	450	15	240	8	435	15	\$ 1,785	60
TAG GRANT	\$ -	-	\$ -	-	-	-	-	-	14,316	26	\$ 14,316	26
PHONE STIPEND	\$ 480	-	\$ 480	-	480	-	480	-	300	-	\$ 2,220	-
PROF DEVELOP	\$ 840	28	\$ -	-	-	-	50	2	193	6	\$ 1,083	36
REFERRAL BONUS	\$ 500	1	\$ -	-	-	-	-	-	-	-	\$ 500	1
SUB HOURS	\$ 5,894	218	\$ 7,192	280	2,898	135	3,262	199	4,482	247	\$ 23,727	1,079
TRANSLATION	\$ -	-	\$ -	-	245	8	120	4	92	3	\$ 458	15
TUTORING	\$ -	-	\$ -	-	-	-	-	-	330	11	\$ 330	11
<b>TOTALS</b>	<b>\$ 19,284</b>	<b>936</b>	<b>\$ 63,872</b>	<b>1,078</b>	<b>20,582</b>	<b>633</b>	<b>11,617</b>	<b>945</b>	<b>47,219</b>	<b>1,190</b>	<b>\$ 162,574</b>	<b>4,781</b>

# Coversheet

## Collective Bargaining Agreement

**Section:** V. Treasurer's Report  
**Item:** D. Collective Bargaining Agreement  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:**  
SY 2023-24 Innovation Raise 20231128 - Edison VPA.pdf  
IPS IEA Collective Bargaining Agreement 2023-2025 (Tentative) - November 2023.pdf

Innovation	Sept 2023 ADM (SBA)	Max Student Ratio	Calc Gen FTE	Round Gen FTE	Special FTE	Social/ Counselor	Choice FTE	Total Round FTE	Total Actual FTE	\$/staff	23.15%	Calculated	Rounded	Proposed Certified \$	Principal	Assistant Principal	Proposed Total	Rounded
Edison	604	24	25.17	26.00	3	2	3.5	34.5	39.0	2,081	482	2,563	2,560	88,320	2,750	2,110	93,180	93,200

**Notes re: Distribution...**

School will be funded at least Total Round FTE

Total Round FTE to be paid out on 12/15/23 distribution.

Trued Up amount, if applicable, to be paid out on 12/15/23 distribution. Info to be provided by 12/10/23 for review by IPS and preparation of 12/15/23 true-up.

23.15% benefit multiplier includes 1) Payroll Tax 2) TRF Contribution 3) 403b Match 4) Health Insurance





# AGREEMENT

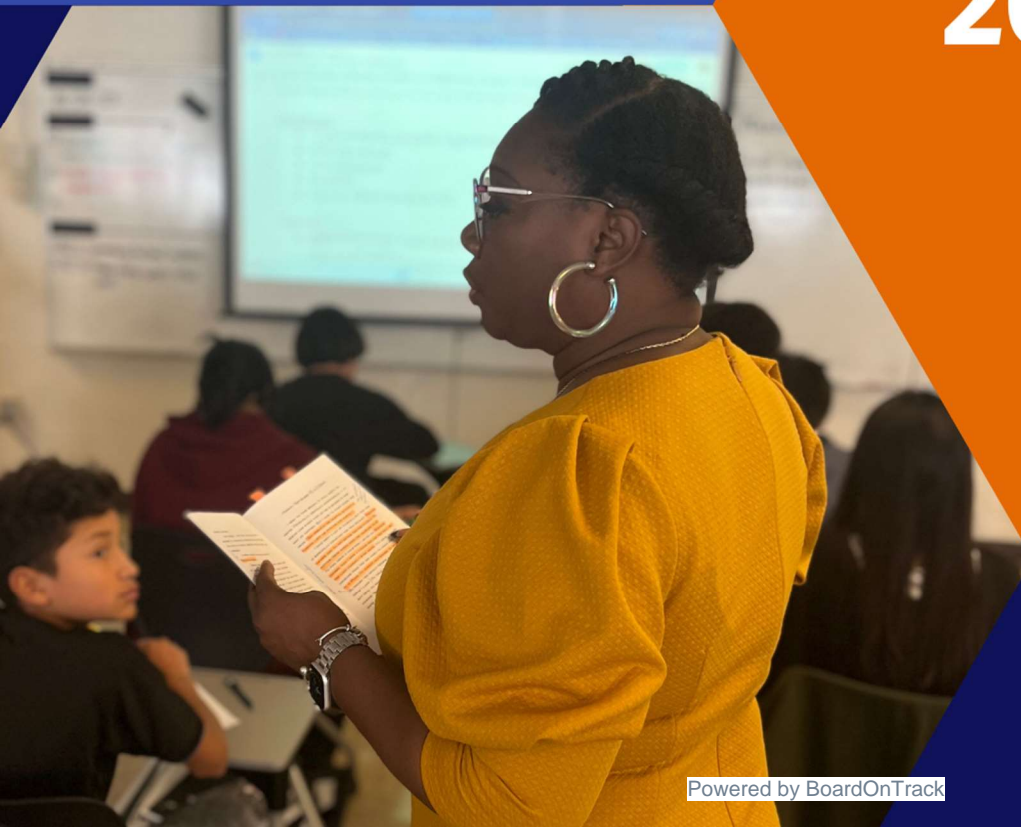
BETWEEN THE

**BOARD OF SCHOOL COMMISSIONERS  
OF THE CITY OF INDIANAPOLIS**

AND THE

**INDIANAPOLIS  
EDUCATION ASSOCIATION**

# 2023-2025



# TABLE OF CONTENTS

Introductory Information	1
A. Parties	1
B. Recognition	1
Article I: Professional and Personal Leaves	2
Article II: Illness or Disability Leaves	4
Article III: Miscellaneous Leave Provisions	5
Article IV: Job Sharing and Supplemental Coverage	6
Article V: Retirement Pay and Benefits	8
Article VI: Summer School, Intersession and Adult Education	10
Article VII: Professional Compensation	11
Article VIII: Coaching, Athletic Activities, and Extracurricular Activities	16
Article IX: Insurance	22
Article X: Emergency School Closing	25
Article XI: Teacher’s Protection	26
Article XII: Miscellaneous Benefits	27
Article XIII: Grievance Procedure	28
Article XIV: Term of Agreement	30
Appendix A: Grievance Form	31



## INTRODUCTORY INFORMATION

### A. PARTIES

This Agreement is entered into, by and between the Board of School Commissioners of the City of Indianapolis, Indiana, hereinafter called the "Board" or "IPS," and the Indianapolis Education Association, hereinafter called the "Association" or "IEA."

### B. RECOGNITION

**Section 1:** The Board recognizes the Association as the sole and exclusive bargaining representative for all licensed contractual employees of the Board including licensed teachers, social workers, guidance counselors, school psychologists, nurses, speech and language pathologists, teachers on special assignment, lead teachers, instructional coaches, and media specialists, hereinafter the Negotiating Unit, and excluding IPS employees assigned to Arlington Middle School other than social workers, media specialists and special education teachers, employees of innovative network schools, and all IPS employees who are administrators, supervisors, confidential employees or employees performing security work, including but not limited to employees in the following classifications:

Superintendent, Deputy Superintendent, Learning Officer, Executive Director, Director, Coordinator, Principal, Supervisor, Assistant Principal, Consultant, Dean, Assistant Dean, Department Head, Human Resources Officer, and Academic and Behavioral Dean.

**Section 2:** This recognition shall continue until successfully challenged by members of the Negotiating Unit under applicable statutes and rules and regulations.

**Section 3:** The term "teacher," when hereafter used, shall refer to every employee in the above defined Negotiating Unit.

## ARTICLE I PROFESSIONAL AND PERSONAL LEAVES

**Section 1: Personal.** Each teacher shall annually be granted 21 hours for personal leave. This time shall be used for any purpose at the discretion of the teacher and may be taken in time periods of not less than one-half ( $\frac{1}{2}$ ) hour increments. No reason must be given other than personal business. Teachers shall be given an accounting of their unused personal leave time on each paycheck advice. Unused personal leave time shall be added to accumulated sick leave at the end of the school year up to the maximum for sick leave accumulation. Any teacher who is initially contracted on or after the first day of the second semester of any school year shall be entitled to one-half ( $\frac{1}{2}$ ) of the foregoing annual amount of personal leave for that school year.

**Section 2: Bereavement.** In case of death in the immediate family, the employed teacher shall be allowed leave with full pay for three (3) working days within fourteen (14) calendar days following the date of such death. This period of leave may be extended for a period of two (2) additional school days if needed by the teacher for the purpose of attending the last burial rites or to attend to personal matters of the deceased, or the teacher may use the two (2) additional school days at any time during the twelve (12) month period beyond such death for the purpose of attending to the affairs of the deceased. The immediate family is defined to include: legal spouse, child, unborn child, stepchild, grandchild, parents or guardian, stepparents, grandparents, sister, brother, each similar relationship established by the employee's marriage, any other legal dependent, any person for whom the teacher was a legal dependent, any person for whom the employee has guardianship powers or is the executor of the estate, any person for whom the employee is the sole surviving relative, and any person residing in the same household as the employee. A teacher shall be allowed three (3) day's leave of absence with full pay to attend the funeral of an aunt, uncle, niece or nephew, and each similar relationship established by marriage. In the event of the death of a member of the faculty of a school, other members of that faculty and other teachers, who were members of the same school faculty as the deceased in either of the two (2) preceding school years and/or were on the same school faculty with the deceased for at least five (5) school years, will be allowed release time to attend the funeral if such teacher(s) can arrange coverage of classes by other faculty member(s) of that school.

**Section 3: Professional.** A teacher may request time off with pay for attendance at programs, conferences, workshops or seminars conducted by colleges, universities, governmental agencies, the NEA, ISTA, IEA, or affiliates thereof, and any other professional organization whose activities are related to education or the job of a teacher. Such request shall be directed to the Superintendent or designee. The Board may provide sufficient funds to pay expenses incurred by teachers on professional leaves. The Board may consider projected teacher absenteeism for the day for which leave is requested in considering such requests.

**Section 4: Legal.** In the event a teacher is required to perform jury duty, the teacher will be paid the difference between the teacher's hourly rate and any jury duty remuneration that is offered to the teacher.

**Section 5: Emergency Leave.** If a teacher has exhausted their annual twenty-one (21) hours of personal leave, and the teacher or a member of their immediate family is involved in an emergency, the teacher may apply to convert up to thirty-five (35) hours sick leave for any such year to an emergency leave. Request for such conversion must be submitted to a special committee composed of two (2) individuals appointed by the Association President and two (2) individuals appointed by the Superintendent. The Committee may request reasons or justification for such conversion, and a majority decision by the Committee shall be required to approve the conversion -- which will normally be after the absence for which the conversion is requested. This applies only to emergencies, and the parties anticipate that conversion will occur only under limited, extraordinary circumstances.

**Section 6: Floating Holidays.** For each academic calendar year, teachers shall receive two (2) paid days off to be used for any reason as personal floating holidays. Approval will be granted by the appropriate supervisor provided the teacher has given at least thirty (30) days' notice, but in every case the request for approval should be made in writing at least forty-eight (48) hours in advance of the absence. Floating holidays must be taken in full-day increments and may only be applied to a scheduled workday. A floating holiday does not roll over if unused and must be taken within the academic calendar year in which it is awarded. Floating holidays are not paid out upon resignation or retirement.

**Section 7: Other Leaves.** Teachers shall be entitled upon hire to all board approved leaves offered pursuant to Section 2 of Administrative Guideline 3430 as of the date of this Agreement pursuant to its terms, except that (i) teachers will be eligible for Child Rearing and Adoption leave immediately upon hire and may take such leave in any daily increment; and (ii) new hires in their first year of employment are limited to four (4) weeks of Child Rearing/Adoption Leave total. Teachers shall apply accrued paid sick leave to all absences. To the extent any provision in Section 2 of Administrative Guideline 3430 conflicts with this Agreement, this Agreement shall govern.

## **ARTICLE II ILLNESS OR DISABILITY LEAVES**

**Section 1: Personal Illness.** Every teacher shall have seventy (70) hours sick leave during their first year in the system and fifty-six (56) hours sick leave each year thereafter. Sick leave may also be used due to illness of any member of the teacher's immediate family (as defined in Article I, Section 2). A teacher may accumulate unused sick leave without limit, which accumulated leave shall be used for sick leave purposes only. Any teacher who is initially contracted on or after the first day of the second semester of any school year shall be entitled to one-half (1/2) of the foregoing annual amount of sick leave for that school year.

**Section 2: Family and Medical Leave Act.** Notwithstanding the limitations on use of sick leave described in Section 1 above, teachers must concurrently use accrued paid sick and personal leave, in that order, with unpaid Family and Medical Leave Act ("FMLA") leave. IPS will continue to pay its portion of all benefits coverages provided for in this Agreement while a teacher is on a FMLA leave.

**Section 3:** The Sick Leave Bank ("Bank") is established for use by teachers who have exhausted their own accumulated sick leave. Any teacher may participate by voluntarily contributing seven (7) hours sick leave per year to the Bank. Hours shall be contributed by September 15 (or thirty (30) days after the ratification of the Agreement, whichever is later) of each year. Any new teacher hired after September 15 in any school year may contribute seven (7) hours sick time to the Bank within their first thirty (30) school days of employment. Only teachers who have contributed to the Bank shall be eligible to derive benefits from the Bank. The Bank shall be administered by the Association, and any grant approval received by IPS by 9:00 a.m. on the Friday of a regular payday shall be paid by way of the adjustment procedure no later than the following Thursday. Grants under this provision shall not exceed two hundred forty-one thousand one hundred thirty-six dollars (\$241,136) during the term of this Agreement. IPS and IEA will each appoint two (2) members to a committee that is charged with developing a new structure for the sick leave bank. This Subsection 3 remains in effect until the committee completes its work.

**Section 4:** Any teacher employed in the summer school, intersession and/or the evening school program may annually utilize not more than seven (7) hours of regularly accumulated hours of sick leave or personal business leave for illness leave during the summer school, intersession or evening school program. Each absence from an individual summer school, intersession or evening school session shall be charged for the hours missed.



### **ARTICLE III MISCELLANEOUS LEAVE PROVISIONS**

**Section 1:** While on a leave of absence to serve as President of the Indianapolis Education Association, such teacher shall be eligible to continue to receive full benefits under this Agreement, and IPS shall be obligated to pay its portion of those benefits as set forth in this Agreement. While on leave, IPS will adjust such teacher's compensation consistent with adjustments made for other similarly situated teachers who are not on leave to the extent permitted by law.

**Section 2:** A teacher who is placed on suspension pending a decision by the Board under Board Resolution No. 1043 shall continue to receive full pay and benefits pending said decision.

**Section 3: Return from Leave.** Teachers are encouraged to give as much notice as possible of their intent to return from a leave of absence and are required to provide timely documentation of ability to return prior to the anticipated date of return. For teachers who are on a paid leave of absence for one (1) year the following notification requirements apply:

1. By January 15, IPS will send by certified mail, return receipt requested, to the last address the teacher provided to the Human Resource Division a form for the teacher to declare for the upcoming school year if the teacher is going to return to work, extend the leave (if an extension is available), or resign;
2. By March 1, the teacher must return the completed form to the Human Resource Division;
3. If the teacher does not do so, then the teacher shall be deemed to have resigned their employment with IPS.

Upon return from any paid leave, a teacher shall be assigned to a position comparable to their previous position, if available. In no event will the teacher's base pay be less than it would be if the teacher were to return to the position held prior to the leave. Benefits programs may be retained at employee expense during the leave.

## **ARTICLE IV JOB SHARING AND SUPPLEMENTAL COVERAGE**

### **Section 1: Job Sharing.**

- A. The phrase "job sharing" shall mean two (2) bargaining unit members sharing one (1) full-time position. Job sharers shall not be deemed part-time employees.
  
- B. The Board shall pay, on behalf of each job-sharing teacher, fifty percent (50%) of the amount toward the fringe benefits set forth in Article IX of the collective bargaining agreement that the Board pays for full-time teachers. In addition, members of a job-sharing team shall receive one-half (1/2) the number of sick hours, floating holidays, and personal leave hours provided to full-time teachers. Both members of a job-sharing team shall be responsible for attending all faculty meetings, parent-teacher conferences, and in-service sessions which the full-time bargaining unit employees assigned to their building are required to attend.
  
- C. Absences of one (1) member of a job-sharing team of three (3) or fewer days at one time may be covered by the other member of such team provided the job-sharers have agreed to such a plan and properly notify the administration of the school of such agreement and of each incident when such an absence is to be covered by the other team member. If any absence is covered in this manner, the absent teacher shall not be required to use sick leave or personal leave for such absences.

### **Section 2: Supplemental Coverage.**

Teachers shall receive additional compensation for covering other duties/classes as follows:

#### **A. Compensation for Long-Term Class Coverage**

The Board may offer, and a fully-licensed teacher may choose to accept, a role as a long-term substitute at their own or another IPS building to cover long-term vacancies during periods in which the teacher is not performing or scheduled to perform classroom instruction. Such assignment will continue until the end of the semester or until the vacancy is filled, whichever is sooner. A teacher who accepts the long-term assignment will be paid at their standard hourly rate [annual salary ÷ 192 ÷ 7] while fulfilling this assignment. The Board will prioritize offering long-term substitute roles to teachers whose schedule, licensure, endorsements, and similar considerations align with the needs of the vacant position.



## B. Compensation for Ad Hoc Class Coverage

- i. Pilot – This is a pilot program for the 2023-24 and 2024-25 school years only. The non-salary/non-wage parameters of this pilot program were not bargained and are included for informational purposes only.
- ii. Loss of Preparation Time – Teachers will receive compensation when they give up District designated preparation periods (planning time) for class coverage due to the absence of another teacher.
  - a. Academic coaches, interventionists, and International Baccalaureate (IB) coordinators will only receive compensation for classroom coverage if they cover another teacher’s class for a minimum of three (3) hours, such that they lose their preparation time.
  - b. Job-sharing teachers will not receive compensation for classroom coverage when their co-teachers are absent, unless the coverage requires the teachers to lose their planning periods.
  - c. Special-area teachers will be compensated the same as any other teacher when they cover for a teacher who is absent, and students are split among specials.
- iii. Splitting Classes – Teachers will receive additional compensation in accordance with paragraph iv below when principals place additional students in their classes, resulting in a class size increase of at least 30%, due to the absence of another teacher.
- iv. Compensation – Teacher will receive twenty-five dollars (\$25.00) per hour increment. Time accumulated will round down to the nearest hour increment. Any amount of time accumulated during a school year less than one hour will not qualify for reimbursement.
- v. Payment of Compensation – Compensation for class coverage will be paid in June at the end of the applicable school year. Only teachers who remain employed on the last day of the applicable school year are eligible to receive compensation for accumulated classroom coverage.

## ARTICLE V RETIREMENT PAY AND BENEFITS

**Section 1:** All teachers who are eligible to retire and submit their Intent to Retire shall, upon retirement, receive fifty dollars (\$50.00) for every seven (7) hours of unused sick time. This amount shall be deposited in the teacher's 403(b) account.

**Section 2:** In the event of death during the school year of a teacher who is otherwise eligible for retirement pay and benefits under this Article, the amount of money, if any, to which such teacher would have been entitled under Section 1, shall still be paid.

**Section 3:** Each teacher shall have the option to make contributions to the 403(b) Retirement Savings Plan ("Plan") by payroll deduction up to the maximum allowable by federal law. IPS shall match 50% of the teacher's contribution up to a maximum of 3% of the teacher's salary. For example:

Teacher Contribution	Board Match
1%	0.5%
2.5%	1.25%
6%	3% (Maximum)
10%	3% (Maximum)

Teachers shall have the option of rolling into the Plan assets from other Tax Sheltered Annuities, as permitted by federal law.

If a teacher first began work in IPS prior to the beginning of the 2000-2001 school year, that teacher's Plan accounts shall be fully vested immediately. If a teacher first begins work in IPS on or after the first day of the 2000-2001 school year, that teacher's Plan accounts attributable to employer contributions shall become fully vested after five (5) years of service in IPS. If a teacher terminates employment with IPS for any reason before his or her accounts have become fully vested, those accounts will be forfeited. If such a teacher later returns to IPS employment following a break in service of more than two (2) years, the returning teacher will start with no account balance and must accumulate five (5) additional years of service after returning to become fully vested in new account accruals attributable to employer contributions. A teacher's absence under an authorized leave, paid or unpaid, will not be a termination of employment.

Each teacher's Plan accounts attributable to teacher contributions and rollover contributions shall be fully vested at all times.

For each pay period, IPS shall deposit the teacher's contribution and the employer's contribution for each teacher into individual accounts for the teacher, as established by the selected vendor.

In the event a teacher's employment is terminated, the teacher may choose to receive a distribution of the vested balance of his or her Plan accounts, at any time and in any form

permitted by the selected investment provider and federal tax law, or to transfer that vested balance under applicable federal law. In the event of death, the teacher's vested account balance shall be distributed to the teacher's designated beneficiary, or estate, if no beneficiary exists.

**ARTICLE VI**  
**SUMMER SCHOOL, INTERSESSION AND ADULT EDUCATION**

*This section is intentionally left blank to preserve continuity in Article numbering. Content from this Article has been moved to Article II.*

## **ARTICLE VII PROFESSIONAL COMPENSATION**

### **Section 1: Salary Range.**

At the beginning of the 2023-2024 school year, the salaries of returning full-time teachers were between \$50,400 to \$90,000.

The salary range for the 2023-2024 school year is anticipated to be \$51,900 to \$94,000, not including TRF (the Indiana Teachers' Retirement Fund, a division of the Indiana Public Retirement System) contributions.

The salary range for the 2024-2025 school year is anticipated to be \$53,460 to \$94,000, not including TRF contributions.

### **Section 2: Base Salary Increases.**

#### **A. General Eligibility**

A teacher is not eligible for a salary increase and will remain at their prior year salary if:

- i. The teacher received an evaluation rating of ineffective or improvement necessary in the prior school year; or
- ii. The teacher did not complete a year of service (120 contract days worked). However, no teacher's salary will be below the minimum (\$51,900 for 2023-2024 and \$53,460 for 2024-2025), unless the lower salary is a result of an ineffective or needs improvement evaluation rating.

#### **B. Factors and Definitions**

- i. **Evaluation Rating** – A teacher who was evaluated and received a rating of highly effective or effective for the prior school year and did not receive an evaluation with a rating of ineffective or improvement necessary.
- ii. **Year of Experience** – The teacher was employed by IPS and worked as a teacher for at least 120 contract days in the prior school year.
- iii. **Academic Needs** – The importance of attracting and retaining teachers in IPS who, as identified below in Section C (iii), teach in certain subject areas and/or have effective IPS teaching service beyond novice years.

### C. Distribution (Amounts to be Added to a Teacher's Base Salary)

The total increase to a qualifying teacher's base salary is a combination of the factors outlined below. Base pay increases for qualifying teachers will range from \$1,850 to \$2,790 for 2023-2024 and \$1,900 to \$2,870 for 2024-2025.

#### i. Evaluation Rating

##### a. Highly Effective Evaluation Rating:

- Year 1: \$1,290
- Year 2: \$1,310

##### b. Effective Evaluation Rating:

- Year 1: \$1,050
- Year 2: \$1,070

#### ii. Year of Experience:

- Year 1: \$530
- Year 2: \$550

#### iii. Academic Needs of Students:

##### a. Served as a certified Special Education Teacher, ENL Teacher, School Psychologist, and/or Social Worker (in each case, excluding teachers on emergency permits) in the prior school year:

- Year 1: \$530
- Year 2: \$550

##### b. Served as a certified STEM core content/STEM CTE teacher and/or appropriately credentialed dual credit course (in each case, excluding teachers on emergency permits) in the prior school year:

- Year 1: \$530
- Year 2: \$550

##### c. Completed one (1) to seven (7) years of effective IPS teaching service at the time of the effective date of the salary increases for the corresponding school year:

- Year 1: \$440
- Year 2: \$460

##### d. Completed eight (8) or more years of effective IPS teaching service at the time of the effective date of the salary increases for the corresponding school year:

- Year 1: \$270
- Year 2: \$280

- D. The salary increases for the 2023-2024 school year are effective starting July 23, 2023. No other monetary provisions of this Agreement are retroactive. In order to receive the retroactive payment for an increase, an eligible teacher must have been employed with IPS as of the ratification date of this Agreement.
- E. The salary increases for the 2024-2025 school year are effective starting the first contract day of the 2024-2025 school year.
- F. Redistribution. Based on anticipated evaluation results, the parties believe that all funds will be distributed and that no redistribution will be necessary. However, in the event that there are funds that were otherwise allocated for teachers rated ineffective or improvement necessary, those funds will be redistributed equally to all eligible teachers rated effective or highly effective. The redistribution will be paid in the form of a stipend at the end of the school year.

### **Section 3: Newly Hired Teachers.**

IPS has the discretion to set the salary for a newly hired teacher anywhere within the salary range for the corresponding school year identified above in Section 1. IPS, when exercising such discretion, shall (i) consider targeted investments in new hire compensation to maintain competitiveness with the relevant labor market, and (ii) follow a fair and consistent process that considers internal pay equity and pay band compression. IPS and IEA recognize the inherent tension that exists between responding to the labor market and ensuring internal equity; therefore, IPS will carefully balance both considerations and upon reasonable request provide IEA data concerning IPS' application of this provision to its salary decisions.

### **Section 4: 26 Pays.**

Compensation earned by teachers during a school year will be paid in twenty-six (26) equal installments during the year. The first pay date for the school year is the 2<sup>nd</sup> Friday in August.

### **Section 5: Returning Teachers – Frozen Education Pay.**

As required by I.C. 20-28-9-1.5, a teacher who was employed as a teacher at IPS before October 1, 2014 and has remained employed by IPS as a teacher will continue to receive educational or "lane" pay determined by degree status as of September 2, 2014.

**Section 6:** Teachers performing the following ancillary tutoring/workshop services will be compensated as follows:

- Curriculum Writing/Planning: \$30.00/hour
- Workshop Presentation: \$40.00/hour
- Preparation for Workshop Presentation: \$20.00/hour not to exceed \$140.00
- Tutoring: \$30.00/hour\*
- Workshop Participant – Mandatory professional development outside of the school day/week/year: \$40.00/hour and Professional Growth Points (PGP)
- Workshop Participant – Voluntary professional development at any time: PGP points and/or \$20.00/hour

\*IPS shall have the discretion to raise the tutoring hourly rate up to a maximum of \$60.00 per hour based on the availability of additional funds.

### **Section 7: Payment and Stipends for Summer School.**

Teachers performing summer school duties will be paid at their hourly rate [annual salary ÷ 192 ÷ 7] for each hour worked.

In addition to payment of a teacher's hourly rate for performing summer school duties, IPS shall have the discretion to provide stipends to teachers performing summer school duties based on the availability of additional funds. The total amount of stipend payments received by a teacher performing summer school duties may be up to, but shall not exceed, \$3,000 during the term of this Agreement. For example, if additional funds are available, a teacher performing summer school duties may receive a stipend of \$1,000 during Year 1 and \$2,000 during Year 2 of the Agreement.

### **Section 8: Payment for Required Extra Days of Work.**

In the event that a member of the certified staff is required to work on authorized IPS programs or activities beyond the regular school calendar, the member will be paid at the member's hourly rate [annual salary ÷ 192 ÷ 7] for the day of work. Authorized IPS programs are defined as assignments involving the staff member's regular duties. (i.e. Counselor working additional days during holiday breaks. "Regular duties" does not include attending professional development sessions or workshops). Notwithstanding any other provision in this Agreement, there shall be no additional compensation to teachers for the first twenty-five (25) hours of new teacher orientation.

### **Section 9: Deductions for Certain Daily Absences.**

Deductions for school year personnel for daily absences not covered by provisions listed in this Agreement shall be made at the rate of 1/192 of the contracted salary.



### **Section 10: Stipend Payments for Ancillary District and School or District Teacher Leader Roles.**

If IPS places a teacher in a School or District Leadership Role, the teacher will receive an additional stipend of \$1,000, \$2,000, \$5,000 or \$7,000 per year in compensation for the 2023-2024 and 2024-2025 school years. If the teacher only serves in the role for a portion of a year, the amount will be prorated. Teachers assigned to these ancillary roles will not be eligible for the payments in Section 6 above since these duties will be part of their Leadership roles. These roles and accompanying stipend payments are not available to any teacher who receives an ineffective or needs improvement evaluation for the prior school year.

### **Section 11: Stipend Payments for Ancillary Opportunity Culture Teacher Roles.**

<b>Role</b>	<b>Stipend Amount</b>
Multi-Classroom Leader (“MCL”) Tier 3	\$18,300
MCL Tier 2	\$11,400
MCL Tier 1	\$6,800
Expanded Impact Teacher (“EIT”)	\$6,800
Teachers who teach on a team under an MCL, IF school can afford to do this on each team in the school building.	Up to \$1,300

These roles and accompanying payments are not available to any teacher who receives an ineffective or needs improvement evaluation for the prior school year.

### **Section 12: Emerging Schools.**

IPS has the discretion to provide stipend payments to teachers in emerging schools to address the academic needs of IPS, which include the retention of teachers in emerging schools.

## ARTICLE VIII COACHING, ATHLETIC ACTIVITIES AND EXTRACURRICULAR ACTIVITIES

The Board will grant supplemental pay to those who are selected and who perform the following coaching or extracurricular assignments beyond the routine school day. The supplemental pay is not earned or payable until after the season or extracurricular activity has been completed.

The Board shall have discretion to determine the amount of supplemental pay it will pay teachers performing coaching or extracurricular assignments, provided that in no event shall any such supplemental pay be for less than the applicable amounts listed in the tables below. The Board will notify the Association when exercising discretion pursuant to this Article, and internal salary equity will be considered before this provision is utilized for any position.

### Section 1. Senior High School Athletics.

	Role	Stipend Amount
<b>Tier 1</b>	Football Head	\$11,200
	Football Coordinator	\$5,600
	Football Assistant	\$4,000
	Basketball Head	\$11,200
	Basketball Assistant	\$4,800
<b>Tier 2</b>	Baseball Head	\$6,200
	Baseball Assistant	\$3,600
	Softball Head	\$6,200
	Softball Assistant	\$3,600
	Soccer Head	\$6,200
	Soccer Assistant	\$3,600
	Wrestling Head	\$6,200
	Wrestling Assistant	\$3,600
	Track Head	\$6,200
	Track Assistant	\$3,600
	Volleyball Head	\$6,200
	Volleyball Assistant	\$3,600
	Swimming Head	\$4,400
	Swimming Assistant	\$2,400
	<b>Tier 3</b>	Golf Head
Golf Assistant		\$2,400
Cross Country Head		\$4,400
Cross Country Assistant		\$2,400
Diving Head		\$2,400
Tennis Head		\$4,400
Tennis Assistant		\$2,400
<b>Tier 4</b>	Unified Sports Head	\$3,600
	Strength & Conditioning	\$3,000
<b>Alt.</b>	Assistant Coordinator	\$2,000*

\*Per Fall, Winter and Spring session

**Section 2: Middle School Athletics.**

	<b>Role</b>	<b>Stipend Amount</b>
<b>Tier 1</b>	Football Head	\$3,200
	Football Assistant	\$2,000
	Basketball Head	\$3,200
	Basketball Assistant	\$2,000
	Volleyball Head	\$2,400
	Volleyball Assistant	\$1,600
	Soccer Head	\$2,400
	Soccer Assistant	\$1,600
	Baseball Head	\$2,400
	Baseball Assistant	\$1,600
	Softball Head	\$2,400
	Softball Assistant	\$1,600
<b>Tier 2</b>	Track Head	\$2,400
	Track Assistant	\$1,600
	Wrestling Head	\$2,400
	Wrestling Assistant	\$1,600
	Cross Country Head	\$1,600
	Golf Head	\$1,600
	Tennis Head	\$1,600
	Swim Head	\$2,400
	Swim Assistant	\$1,600
<b>Alt.</b>	MS Athletic Coordinator	\$3,500*
	Select Team Coach	\$4,000

\*Per Fall, Winter and Spring session

**Section 3: Elementary Athletics.**

<b>Role</b>	<b>Stipend Amount</b>
Basketball	\$500
Soccer	\$500
Volleyball	\$500
Other Elementary Sports	\$500
Elem. Athletic Coordinator	\$1,000*

\*Per Fall, Winter and Spring session

**Section 4: Miscellaneous Coaching.**

- A. High school varsity head coaches are eligible for a \$500 bonus for each consecutive year in the position at a specific school after the first year (cap of \$2,500 bonus).
- B. Junior Varsity and Freshman level high school coaches will be paid the Assistant Coach stipend for the sport.
- C. Stipends may be split by coaches; however, individuals may not make more than a full stipend for a particular sport for a particular season.

- D. Any teacher who serves as a middle school official (referee, umpire, etc.) shall be paid the standard rate per game/match/meet and shall be paid at the end of the respective seasons.

### Section 5: Extracurricular Activity Stipend Schedule.

	<b>Activity/Club</b>	<b>Stipend Amount</b>
<b>Tier 1</b>		
Position Type	<b>Full School Year Competitive Music Performance Director</b>	<b>\$5,500</b>
Anticipated Scope	At least 20 students supervised and anticipated work of at least 180 hours	
Examples of Anticipated Qualifying Activities	<i>Orchestra, Marching Band, Choir</i>	
<b>Tier 2</b>		
Position Type	<b>Director - Full School Year Competitive Other Performance</b>	<b>\$4,500</b>
Anticipated Scope	At least 15 students supervised and anticipated work of at least 150 hours	
Examples of Anticipated Qualifying Activities	<i>Cheerleading, Band-related Color Guard</i>	
<b>Tier 3</b>		
Position Type	<b>Director - Full School Year Non-Competitive Activity</b>	<b>\$4,000</b>
Anticipated Scope	At least 10 students supervised and anticipated work of at least 125 hours	
Examples of Anticipated Qualifying Activities	<i>Journalism, Yearbook, JROTC</i>	
<b>Tier 4</b>		
Position Type	<b>Assistant Director - Full School Year Competitive Music Performance</b>	<b>\$3,500</b>
Anticipated Scope	At least 20 students supervised and anticipated work of at least 110 hours	
Examples of Anticipated Qualifying Activities	<i>Asst. Orchestra Director</i>	

	<b>Activity/Club</b>	<b>Stipend Amount</b>
<b>Tier 5</b>		
Position Type	<b>Director - Full School Year Non-Competitive Performance</b>	<b>\$3,250</b>
Anticipated Scope	At least 10 students supervised and anticipated work of at least 100 hours	
Examples of Anticipated Qualifying Activities	<i>Drama/Theater, Pep Band</i>	
<b>Tier 6</b>		
Position Type	<b>Sponsor - Full School Year and/or Advanced Skill Competitive Club</b>	<b>\$2,500</b>
Anticipated Scope	At least 7 students supervised and anticipated work of at least 80 hours	
Examples of Anticipated Qualifying Activities	<i>Debate, Robotics</i>	
<b>Tier 7</b>		
Position Type	<b>Assistant Director - Full School Year Competitive Non-Music Performance</b>	<b>\$2,000</b>
Anticipated Scope	At least 15 students supervised and anticipated work of at least 60 hours	
Examples of Anticipated Qualifying Activities	<i>Asst. Cheerleading Coach, Academic Bowl Team Sponsor</i>	
<b>Tier 8</b>		
Position Type	<b>Sponsor - Full Year Non-Competitive Academic and Other Club</b>	<b>\$1,500</b>
Anticipated Scope	At least 10 students supervised and anticipated work of at least 50 hours	
Examples of Anticipated Qualifying Activities	<i>National Honor Society, Class Sponsor, Student Council, Key Club</i>	

<b>Activity/Club</b>		<b>Stipend Amount</b>
<b>Tier 9*</b>		
Position Type	<b>Sponsor - Single Season or Short Duration Competitive Club</b>	<b>\$1,000</b>
Anticipated Scope	At least 10 students supervised and anticipated work of at least 30 hours	
Examples of Anticipated Qualifying Activities	<i>Chess Club (including competitions)</i>	
<b>Tier 10*</b>		
Position Type	<b>Sponsor - Single Season / Short Duration Non- Competitive Club</b>	<b>\$500</b>
Anticipated Scope	At least 7 students supervised and anticipated work of at least 20 hours	
Examples of Anticipated Qualifying Activities	<i>Chess Club (non-competing), Photography Club</i>	

\*Stipend amount is per season

Any club or activity that serves less than seven (7) students or requires less than twenty (20) hours of anticipated work will not be eligible for a stipend.

### **Section 6: Other Coaching or Extracurricular Activities.**

The parties acknowledge that there may be some coaching and extracurricular activities that are not addressed in this Article that may arise throughout the school year. The parties will discuss these extracurricular activities as needed.

## ARTICLE IX INSURANCE

### Section 1: Group Medical Program.

#### A. Plans

The Board will make available to teachers and their eligible dependents a group medical program. Employees may select coverage from these two (2) plans:

- HealthSync Health Savings Account (“HSA”) Enhanced Plan
- HealthSync HSA Base Plan

For 2024 and 2025, for employees who choose the HealthSync HSA Base Plan, IPS will make up to a \$750 contribution to the employee’s HSA account if the employee selects employee only coverage or will make up to a \$1,500 contribution to the employee’s HSA account if the employee chooses one of the other three (3) employee plus dependent(s) coverages. The employee must be employed at the time of disbursement to receive the payment.

The medical plan administration representatives shall be permitted to make contacts through the schools with teachers in order to inform them of their plans. Such contacts shall be limited to periods before and after the teacher's workday and through the distribution of materials.

#### B. Types of Coverage

Coverage shall be available based on four (4) options:

- Employee
- Employee and Child or Children
- Employee and Spouse
- Employee and Family (Spouse and Children)

#### C. Payments to the Group Medical Program

Teachers shall be eligible for group medical insurance in accordance with the health insurance offerings and employee-paid premium amounts below. For calendar year 2024:

#### Anthem HealthSync HSA Base Plan 2024

COVERAGE TYPE	ANNUAL PREMIUM
Employee	\$1,228.16
Employee and Child/Children	\$3,228.57
Employee and Spouse	\$4,119.04
Employee and Family (Spouse and Children)	\$5,192.32

### Anthem HealthSync HSA Enhanced Plan 2024

COVERAGE TYPE	ANNUAL PREMIUM
Employee	\$2,496.04
Employee and Child/Children	\$5,502.91
Employee and Spouse	\$7,265.02
Employee and Family (Spouse and Children)	\$8,671.14

For calendar year 2025 only, if there is no increase in the cost of the self-funded medical program, then the Board and employees shall contribute the same amounts as in calendar year 2024. If there is an increase in the cost of the self-funded medical program, then the Board may increase its contribution by one-half (1/2) of the percentage increase to the medical program. Employees shall be responsible for paying the remaining costs of the plans.

#### D. Wellness Credits

For calendar years 2024 and 2025, employees who participate in the wellness rewards program shall receive up to a \$600 credit annually to offset the employee share of the medical program cost if the employee meets health screening and engagement goals outlined by the parties' health plan sub-committee. The employee must be employed at the time of disbursement to receive the payment.

#### E. Special Rate

Teachers whose spouses also are IPS employees are eligible for the same coverage options and the same Board contribution as other teachers; provided, however, that a teacher cannot be both an employee and a dependent at the same time.

**Section 2:** A forty thousand dollar (\$40,000) Group Term Life Insurance Plan shall be available on the same terms and conditions for all teachers. This coverage will also be made available at the same cost per thousand dollars of coverage and otherwise on the same terms and conditions for all other IPS employees. Teachers desiring to participate will contribute \$.01 per pay period and the Board will contribute the remainder of the premiums. Accidental Death and Dismemberment (AD&D) is included in this plan.

**Section 3:** Tax Deferred Annuity Programs are available for each teacher.

**Section 4:** The Board's dental plan shall be available to each eligible employee and the employee's eligible dependents. The Board shall pay for the cost of the coverage except for \$.01 per pay period, which shall be paid by the employee. Employees who select the Employee/Child(ren) or Employee/Family plans may elect an enhanced dental coverage plan with a lifetime maximum child orthodontia benefit of \$1,000, for which the Board shall pay for the cost of coverage except for \$5.57 (Employee/Child(ren)) or \$6.67 (Employee/Family) per pay period, which shall be paid by the employee for respective plan.



**Section 5:** The Board shall make available to eligible teachers a voluntary Long Term Disability (LTD) plan.

**Section 6:** The Board's vision plan shall be available to each eligible employee and the employee's eligible dependents. The Board shall pay the cost of employee only coverage up to a maximum of \$6.30 per employee per month with the exception of \$.01 per pay period paid by the employee. If an employee elects dependent coverage and/or coverage with enhanced benefits, then the employee shall pay the additional cost of the dependent coverage and/or enhanced benefit coverage.

**Section 7:** For teachers who are employed through the last teaching day of the school year and will be an IPS employee for the succeeding school year, those teachers shall have benefits coverages under this Article continued through the following July. For teachers who will not be an IPS employee for the succeeding school year, those teachers shall have insurance coverage continued through the end of the month in which the teacher receives final payment.

**Section 8:** Eligibility for continuing in the benefit programs listed in this Article shall be available to those teachers who retire prior to becoming eligible to obtain coverage under Medicare, providing the applicant meets the requirements of I.C. 5-10-8-2.6(e). For such teachers who do not meet these requirements, the coverage is available providing the applicant has had coverage in the program for five (5) consecutive years immediately prior to retirement, and providing that such continued coverage is not contrary to the agreement with the medical plan. The teacher must pay the full cost of the coverage, and such coverage ends when the teacher becomes eligible for Medicare. In addition, if IPS determines that the law no longer permits participation in benefit coverages to end when a retired teacher becomes Medicare eligible, then those benefit coverages will not be offered to retirees, except as required by law. In addition, a retiring teacher will have any and all conversion rights that may be available. The former employee shall be required to make monthly payments in advance for such protection.

**Section 9:** For the 2025 calendar year, to enable the parties to contain costs for the benefit plans in Article IX, the parties' health plan sub-committee may change the specifications of any program, including but not limited to vendors, plan administration, benefits, and network structure, provided that the committee has discussed changes prior to implementation.

**Section 10:** The Association and the Board agree to continue the current Section 125 plan, which allows for funding of certain insurance, health care, non-reimbursed medical and dependent care expenses as permitted by Section 125 of the Internal Revenue Code. Consistent with applicable law, the Section 125 plan will provide that employees have automatically elected to pay their portion of the cost for group medical program coverage on a pre-tax basis, unless they submit a waiver.

**Section 11:** An Employee Assistance Program (EAP) will be available to assist employees and their immediate family members with confidential, short-term counseling and follow-up for problems or personal concerns. The Board shall pay the cost of the EAP (at a maximum Board contribution of Two Dollars and Ninety Cents (\$2.90) per employee per month). The EAP will provide initial counseling, diagnostic and prescriptive services to employees.

## **ARTICLE X EMERGENCY SCHOOL CLOSING**

**Section 1:** If a school or other work location is officially closed by IPS' Superintendent because of an emergency, all teachers shall receive full pay for each day on which school is closed.

**Section 2:** Teachers are paid for Emergency School Closings (Article X, Section 1); therefore, any scheduled make-up days are without pay. Teachers shall be allowed to use leave time (such as personal, bereavement, or illness) on any scheduled make-up days subject to the same conditions as on any other school day.

**Section 3:** If schools or work locations are closed and teachers are not required to report, due to inclement weather or other emergency, on a day on which a teacher had prearranged to take a paid leave, the teacher shall not be charged for such leave. If schools are open on such a prearranged leave, but schools are then closed due to inclement weather or other emergency so that students are dismissed early that day, the teacher will be charged only for the hours missed.

## **ARTICLE XI TEACHER'S PROTECTION**

**Section 1:** As long as IPS' investigation shows that the teacher acted appropriately, the Board shall, upon request, provide legal counsel and assistance for the defense of a teacher in any civil or criminal action or threatened action against the teacher which arises out of or is connected with such teacher's supervision of pupils during the regular school day or during any school related activity approved by the Board or its representatives whenever occurring.

**Section 2:** Teachers shall suffer no loss of wages or reduction in accumulated leave when appearing as a witness before a judicial body or legal authority for school-related cases.

**Section 3:** In case of an unprovoked assault on a teacher by student(s) or non-student(s) in the scope of the teacher's employment, the Board shall be responsible for making available full reimbursement upon proof of value to the teacher for any item of personal property damaged in such assault. Furthermore, any absence due to injury or disability as a result of such assault shall not be charged against the teacher's sick leave or any other leave provided for elsewhere in this Agreement, subject to the provisions of Article II, Section 3. Benefits under this Section shall be available to teachers who certify their willingness to file charges and pursue legal avenues in prosecuting such cases. Legal counsel and assistance will be provided the teacher in prosecuting such cases to their final resolution.

## **ARTICLE XII MISCELLANEOUS BENEFITS**

**Section 1:** The cost of any examinations required by the Board or law shall be paid by the Board.

**Section 2:** One hundred sixty-eight (168) hours in each academic year shall be available for released time for teachers to work on legislative matters, including but not limited to visits to the Indiana General Assembly, membership training, and meetings with the IPS Legislative Liaison Office. The time off may be taken in hourly, half-day, or full-day increments. The Association President will identify the individuals to be released under this provision, but no teacher will be released more than thirty-five (35) hours in any academic year unless the individual is an officer within the Association, in which case the teacher will be released no more than forty-nine (49) hours in any academic year, provided that no more than four (4) officers may be designated for the additional fourteen (14) hours of leave under this Section in any academic year. The Association will continue to work cooperatively with IPS to develop and promote a joint legislative program.

## **ARTICLE XIII GRIEVANCE PROCEDURE**

### **Section 1: Definition.**

- A. A "grievance" is any violation of a provision of this Agreement, including any violation arising from a misapplication or misinterpretation of this Agreement.
- B. "Day" or "days" refers to days when teachers are scheduled to be in attendance, except that during the summer break, they mean weekdays (Monday through Friday) other than holidays IPS observes.

### **Section 2: Procedure.**

- A. Step One.** If a teacher believes they have a grievance, the teacher must present it to their immediate supervisor. The teacher and supervisor then shall meet informally to discuss the matter.
- B. Step Two.**
  - i. If the grievance is not settled at Step One, then within twenty (20) days of the occurrence of facts giving rise to the grievance and/or the date on which the grievant or the Association knew or through reasonable diligence should have known of the facts giving rise to the grievance, the teacher may present a formal written grievance by fully completing the form attached as Appendix A and delivering it to the Director of Employee Relations. If the Director of Employee Relations does not receive the grievance within the specified time, then the grievance shall be deemed null and void, and there shall be no further proceedings on it.
  - ii. If the Association believes there is a grievance that affects a whole class of teachers, then within twenty (20) days of the occurrence of facts giving rise to the grievance and/or the date on which any of the affected teachers or the Association knew or through reasonable diligence should have known of facts giving rise to the grievance, the Association may present a formal written grievance by fully completing the form attached as Appendix A and delivering it to the Director of Employee Relations. If the Director of Employee Relations does not receive the grievance within the specified time, then the grievance shall be deemed null and void, and there shall be no further proceedings on it.
  - iii. Within fifteen (15) days after receiving the written grievance, the Chief of Human Resources or designee shall meet with the grievant to discuss the grievance. Within fifteen (15) days of the conclusion of the meeting, the Chief of Human Resources or designee shall provide a written response to the grievant and the Association. If the Chief of Human Resources or designee does not respond within the

designated time, then the grievance shall be deemed denied at the expiration of the fifteen (15) day period.

**Section 3: Time Limits.** The time limits provided in this Article shall be strictly observed and may be extended only by written agreement of the parties. If a grievant fails to initiate a grievance or appeal a decision at any level within the prescribed time limit, the grievance shall be deemed null and void, and there shall be no further proceedings on the grievance. If an administrator at any level fails to respond within the prescribed time limit, then the grievance may be advanced to the next step of the procedure as long as it is done so within the time limits specified in this Article.

**Section 4: Mediation.** At any point in the process, the parties may mutually agree to mediate or use other alternative dispute resolution procedures in an attempt to amicably resolve the grievance.

**Section 5: Separate Files.** All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

**Section 6: Scheduling Grievance Meetings.** Every effort will be made to schedule all grievance meetings at times which will not interfere with the regular work day of the teachers involved. If any grievance meeting or hearing is scheduled during the school day, any teacher required by either party to participate as a witness and/or grievant in such meeting or hearing shall be released from regular duties without loss of pay. Such period should be held to the minimum necessary absence.

**Section 7: Association Representation.** A teacher has the right to have an Association representative present during any discussions, meetings or hearings under this Grievance Procedure.

**ARTICLE XIV  
TERM OF AGREEMENT**

This Agreement shall be effective as of July 1, 2023, and shall continue in effect through June 30, 2025. This contract was ratified by the IEA on October 30, 2023 and by IPS on November 14, 2023.

The undersigned attest to the following:

1. A public hearing was held in compliance with I.C. 20-29-6-1(b) on September 11, 2023, and electronic participation from the parties and/or public was permitted; and
2. A public meeting in compliance with I.C. 20-29-6-19 was held on November 8, 2023 to discuss the tentative agreement and electronic participation from the governing body and/or public was permitted.

**INDIANAPOLIS EDUCATION ASSOCIATION**

By \_\_\_\_\_  
President of the Association

By \_\_\_\_\_  
Chairperson, Bargaining Team

By \_\_\_\_\_  
Negotiator for the Association

Date: \_\_\_\_\_

**BOARD OF SCHOOL COMMISSIONERS OF THE SCHOOL CITY OF INDIANAPOLIS**

By \_\_\_\_\_  
President of the Board

By \_\_\_\_\_  
Superintendent

By \_\_\_\_\_  
Negotiator for the Board



Date: \_\_\_\_\_

**APPENDIX A  
GRIEVANCE FORM**

*Indianapolis Education Association / Indianapolis Public Schools*

To: Administrator \_\_\_\_\_ Date Filed: \_\_\_\_\_

Grievant's Name: \_\_\_\_\_ School/Location: \_\_\_\_\_

Date of Occurrence: \_\_\_\_\_

Date of Step One Informal Meeting: \_\_\_\_\_

Result of Step One Informal Meeting: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Article(s) and Section(s) of Agreement Grieved: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Nature of Grievance (including what was done that violated the Agreement, who did it, and when):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Remedy Sought (state the specific remedy sought): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed: \_\_\_\_\_

Revised: 10/23



## TOGETHER WE ARE PROVING WHAT'S POSSIBLE



Indianapolis Public Schools  
120 E. Walnut Street  
Indianapolis, IN 46204  
(317)226-4000 • [myips.org](http://myips.org)

Indianapolis Education Association  
6325 Digital Way Suite 200  
Indianapolis, IN 46278  
(317)655-3775 • [indianapolisea.org](http://indianapolisea.org)

# Coversheet

## 2024 Edison Active Shooter/Workplace Violence Renewal Application

**Section:** V. Treasurer's Report  
**Item:** E. 2024 Edison Active Shooter/Workplace Violence Renewal Application  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:**  
Edison School of the Arts - 0101- 2023 Renewal Quote.pdf  
McGowan - S-RM Workplace Violence Crisis Management & Crisis Training brochure.pdf


**McGowan Program Administrators**

Old Forge Centre  
20595 Lorain Road  
Fairview Park, OH 44126

Phone: (440) 333-6300  
Fax: (440)333-3214  
[www.mcgowanprograms.com](http://www.mcgowanprograms.com)

## Renewal Quotation

**December 21, 2023**

Retail Broker: Miller Insurance Group  
Phone: 317-939-6430

App Number: **Pending**

Effective/Expiration Date: **01/01/2024 - 01/01/2025**

Attention: Chad Miller

Applicant Name: Edison School of the Arts, Inc.

Email: [chad@millerinsurancegrp.com](mailto:chad@millerinsurancegrp.com)

Expiring Policy Number: US00118384SP23A

From: Paul Marshall

**Quotation Expires: 1/1/2024**

Email: [pmarshall@mcgowanprograms.com](mailto:pmarshall@mcgowanprograms.com)

Carrier Name: Indian Harbor Insurance Company

### McGowan ASWPV AXA XL Option

Description of Coverage		Total
<b>Act of Workplace Violence Event Aggregate</b>	\$5,000,000	\$7,504.00
Workplace Violence Expenses Per Insured Event	\$5,000,000	
3rd Party Legal Liability Per Insured Event	\$5,000,000	
Personal Accident Expenses <i>Per Insured Person</i>	\$50,000	
- PAE Benefit paid in addition to other victim benefits, up to Policy Agg		
Business Interruption Expenses Per Insured Event	\$5,000,000	
Business Interruption Indemnity Period	120 Days	
Business Interruption Waiting Period	6 Hours	
<b>Stalking Threat Event Aggregate</b>	\$5,000,000	
Stalking Threat Expenses Per Insured Event	\$5,000,000	
3rd Party Legal Liability Per Insured Event	\$5,000,000	
Personal Accident Expenses <i>Per Insured Person</i>	\$50,000	
- PAE Benefit paid in addition to other victim benefits, up to Policy Agg		
Business Interruption Expenses Per Insured Event	\$5,000,000	
Business Interruption Indemnity Period	120 Days	
Business Interruption Waiting Period	6 Hours	
<b>Policy Deductible</b>	N/A	
<b>Policy Aggregate</b>	\$5,000,000	
<b>Broker Commission Rate:</b>	<b>15.00%</b>	<b>\$7,504.00</b>
Broker Commission:	\$1,125.60	
<b>Tax/Fee Description</b>		
MPA Fee - Broker Fee Disclosure Agreement Needed		\$250.00
Surplus Lines Tax		\$193.85
<b>Total Including SL Taxes/Fees:</b>		<b>\$443.85</b>
<b>Grand Total Premium/Tax/Fee:</b>		<b>\$7,947.85</b>



**McGowan Program Administrators**

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20595 Lorain Road  
Fairview Park, OH 44126**

**Phone: (440) 333-6300  
Fax (440)333-3214  
[www.mcgowanprograms.com](http://www.mcgowanprograms.com)**

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**December 21, 2023**

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Phone: 317-939-6430

App Number: **Pending**  
Effective/Expiration Date: **01/01/2024 - 01/01/2025**

Attention: Chad Miller

Applicant Name: **Edison School of the Arts, Inc.**

Email: [chad@millerinsurancegrp.com](mailto:chad@millerinsurancegrp.com)  
From: Paul Marshall  
Email: [pmarshall@mcgowanprograms.com](mailto:pmarshall@mcgowanprograms.com)

Expiring Policy Number: US00118384SP23A  
**Quotation Expires: 1/1/2024**  
Carrier Name: Indian Harbor Insurance Company

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**This Quotation is subject to the following terms:**

- **IMPORTANT NOTE:** the terms, premiums, and conditions within this Indication/Quote/Binder may change if any change in coverage, limits, or locations to be covered is requested. Please contact your underwriter and obtain a new proposal if changes are needed.
- **This quote is subject to no material changes to the risk prior to binding and confirmation of the following: A Fully Completed and Signed Application.**
- **This quote is subject to confirmation of no prior violent threats/violent incidents/violent events/criminal events as of the binding date.**
- Please note that this policy will be issued on NON-ADMITTED paper; all taxes and fees are included in the above quoted premium. Please complete and return the attached Compliance Forms at the time of binding. McGowan will file the taxes on this one if the SL information is provided as needed/requested.



**McGowan Program Administrators**

**Old Forge Centre  
20595 Lorain Road  
Fairview Park, OH 44126**

**Phone: (440) 333-6300  
Fax (440)333-3214  
[www.mcgowanprograms.com](http://www.mcgowanprograms.com)**

## Renewal Quotation

**December 21, 2023**

Retail Broker: Miller Insurance Group  
Phone: 317-939-6430

App Number: **Pending**  
Effective/Expiration Date: **01/01/2024 - 01/01/2025**

Attention: Chad Miller

Applicant Name: **Edison School of the Arts, Inc.**

Email: [chad@millerinsurancegrp.com](mailto:chad@millerinsurancegrp.com)  
From: Paul Marshall  
Email: [pmarshall@mcgowanprograms.com](mailto:pmarshall@mcgowanprograms.com)

Expiring Policy Number: US00118384SP23A  
**Quotation Expires: 1/1/2024**  
Carrier Name: Indian Harbor Insurance Company

**Forms:**

- Producer Compensation Notice
- IHIC - In Witness
- OFAC
- Privacy Policy
- Fraud Notice
- State Notices (if applicable)
- Dec Pages
- Policy Form
- Service of Process

**Named Insured Address:**

- 1 777 S. White River Parkway Indianapolis IN 46221
- 2 Per Location Schedule Provided *(if any)*

**WARNING:**

If you send us a request to Bind coverage, and we have only provided you with an "Indication" as of the date on which we receive that request to bind coverage, there is a significant possibility that the account could be ineligible for our Program. At that point, we will inform you that the account is ineligible for our Program and close our files. We will not Bind coverage on an ineligible account nor provide you with a limited period of coverage in order for you to find replacement coverage.

**We Cannot Backdate Coverage**



CRISIS MANAGEMENT & RESILIENCE TRAINING

# WORKPLACE VIOLENCE

**S-RM can help you prepare for a crisis with confidence, operate safely when abroad, respond effectively and recover with increased resilience afterwards.**

Our sharp thinking, intelligent planning, energy and attention to detail underwrite the strong, durable relationships we build with our clients. Being their 'trusted adviser' during a crisis also makes us a natural fit as their 'training partner'.



**Workplace violence (WPV) is any violent act directed towards another person at work. The term covers a range of behaviour, including overt acts of violence, threats and other conduct that generate a reasonable concern for other people's safety.**

Broadly defined, WPV is an act in which another person is bullied, abused, threatened, intimidated, harassed or assaulted at their place of work or during off-site work-related events. Provided a connection exists to the workplace, anyone can be the victim of such violence.

We will work with you to raise awareness of the risk and offer practically focused advice, tips, and best practice. Our services include the following:

## CORE WPV SERVICES

- One free 30-minute conference call to review your crisis management preparedness (linked to your insurance premium)
- Additional bespoke WPV crisis management services are also available, at your cost and payable direct to S-RM:
- 60-min call with key stakeholders with written recommendations
- A conference call followed by on-site meeting(s) to discuss/recommend requirements in detail
- A similar programme followed by a half-day table top exercise

## ADDITIONAL CRISIS MANAGEMENT SERVICES

Additional training and planning services are available on request and subject to detailed requirement. Such services are negotiated directly and payable direct to S-RM:

- Crisis Management Planning
- Crisis Management Training
- Managing the families of victims
- Active Assailant Response



## CASE STUDIES

### USA THREAT TO LIFE

A longtime manager at a Walmart store in the US state of Virginia shot dead six people and injured six others.

- Officers were called to the busy branch in Chesapeake after gunman opened fire on colleagues in a staff room.
- He then turned the gun on himself and died of a self-inflicted gunshot wound.
- No clear motive for the shooting.
- Police identified the gunman as 31-year-old Andre Bing. They said he was armed with a handgun as well as multiple magazines.
- Walmart said he was an "overnight team lead" who had been employed there since 2010.

### USA THREAT TO LIFE

Employees at a medical clinic received death threats from the spouse of another employee who had been conducting an illicit relationship with a co-worker. The co-worker was found shot dead the following day. The woman's widower then threatened to kill his dead wife's lover.

- We worked with senior leaders to assess the threat and risk.
- Enhanced security protocols were recommended.
- Escalation protocols were drafted and robust risk mitigation put in place.
- We advised on best practice working with Law Enforcement.

### SOUTH AFRICA THREAT TO LIFE

A South African university had previously shared building space with a multinational professional services company. A mentally unstable individual sought sponsorship from the university and was rejected, causing him to mount a campaign of harassment against the CEO.

- A restraining order was granted by the courts.
- The individual threatened to kill employees of the company now occupying the building.
- We worked with the client to assess the risk.
- Physical and procedural security advice was given to contain the threat.
- Formal legal action was set in hand against the individual.

#### KEY STATISTICS

**2 million**  
victims of workplace  
violence annually.

**HEALTHCARE  
WORKERS ARE  
MOST OFTEN  
AFFECTED.**

**7%**  
of fatalities that occurred in  
the workplace were caused by  
hitting, kicking, beating, and/  
or pushing

**30,000**  
sexual assaults in the  
workplace reported by  
women annually

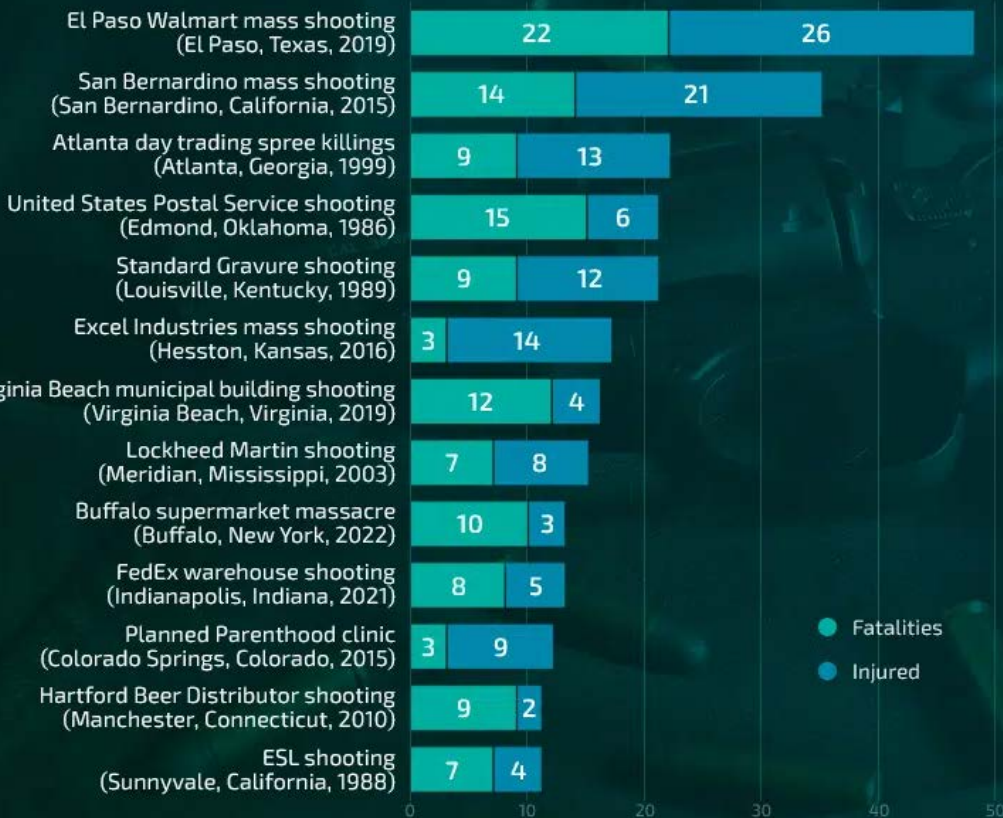
**60.4 million**  
Americans have been  
bullied while working

By April 2021, there were  
26 victims of workplace  
shootings

**ONE IN SEVEN PEOPLE  
FEEL UNSAFE IN THE  
WORKPLACE**



## Number of Victims of Workplace Shootings in the US



Source: Statista

## REFERENCES AND RESOURCES

US Department of Labor Occupational Safety & Health [Read more](#)

Canadian Centre for Occupational Health & Safety [Read more](#)

UK Health & Safety Executive [Read more](#)

Safe Work Australia [Read more](#)

European Agency for Safety & Health [Read more](#)

Society for HR Management [Read more](#)

## SPEAK TO OUR EXPERTS



**PETER DOHERTY**  
Head of Crisis Response  
[p.doherty@s-rminform.com](mailto:p.doherty@s-rminform.com)



**PAUL PADMAN**  
Deputy Head of Crisis Response  
[p.padman@s-rminform.com](mailto:p.padman@s-rminform.com)



**DAVID LAWSON**  
Crisis Response, Resilience & Training  
[d.lawson@s-rminform.com](mailto:d.lawson@s-rminform.com)



**CM TRAINING**  
[CMTraining@s-rminform.com](mailto:CMTraining@s-rminform.com)

# Coversheet

## Payroll Handbook Addition

**Section:** V. Treasurer's Report  
**Item:** F. Payroll Handbook Addition  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:**  
FINAL Edison School of the Arts Employee Handbook Word Format 1.11.23.pdf



# Employee Handbook

Issued June 2018

Last Update: January 2024

## TABLE OF CONTENTS

Table of Contents .....	1
Letter to the Edison Family .....	3
Philosophy, Goals, and Objectives .....	4
<b>Getting Started.....</b>	<b>5</b>
Introduction to Edison School of the Arts, Inc. ....	5
Special Practices of Edison School of the Arts, Inc. ....	5
Equal Employment Opportunity .....	6
Individuals with Disabilities .....	6
Conflicts of Interest .....	7
Immigration Law Compliance .....	8
Discrimination and Harassment Policy .....	8
Religious Accommodation .....	10
Lactation Accommodation.....	10
Indiana Military Family Leave Entitlement .....	11
Employment At-Will .....	12
Drug-Free Workplace Policy .....	12
Benefits Continuation (COBRA) .....	15
<b>General Employment Information .....</b>	<b>15</b>
New Hire Policies .....	15
Certification and Other Licensing Requirements .....	15
Employment Categories .....	15
Introductory Period .....	17
Employment Termination .....	17
Other Employment .....	18
Performance Evaluations.....	18
Access to Personnel Files.....	18
Company and Personal Property .....	19
Employment Verification .....	19
<b>Pay and Hours .....</b>	<b>19</b>
Hours of Work.....	19
Time-Keeping for Payroll .....	19
Overtime Pay .....	20
Payroll Deductions.....	20
Payday .....	21
Administrative Pay Corrections .....	21
Personnel Data Changes.....	22
Direct Deposit of Paychecks .....	22
Attendance and Punctuality .....	22
Leaves of Absence .....	23
Bereavement Leave .....	23
Jury and Witness Duty .....	23
Voting Time .....	24
FMLA Policy .....	24
Military Leave .....	30
Paid Time Off/Leave Early Request .....	30
<b>Safety and Health .....</b>	<b>31</b>
Care of Equipment.....	33
Hazardous Chemicals and Right to Know .....	34
Workplace Violence.....	34

Domestic Violence Policy.....	35
Workers’ Compensation .....	35
Liability of Staff for Student Welfare .....	36
Child Neglect and Abuse Reporting .....	36
<b>GENERAL POLICIES .....</b>	<b>39</b>
Courtesy and Customer Service.....	39
Phone Calls, Personal Mail and Visitors.....	39
School Computers, E-Mail System, and the Internet.....	39
PC/Local Area Network.....	41
Confidential Information .....	41
No Solicitation/Distribution and Access Policies.....	42
Bulletin Boards .....	43
Travel and Expense.....	43
Smoking.....	43
Smoking Ban (Indiana).....	43
Business Ethics and Conduct .....	45
Employee Conduct and Work Rules.....	47
Professional Conduct Expectations.....	48
Dress Code and Appearance .....	48
Whistle-Blower Protection Policy.....	49
The Work Environment .....	49
Problem Resolution.....	51
Progressive Discipline Policy.....	51
<b>GENERAL EMPLOYEE EXPECTATIONS .....</b>	<b>52</b>
Building Classroom Expectations.....	52
Common Area Supervision .....	53
Front Office.....	54
Lesson Plans.....	54
Grading Scale.....	55
Communication .....	56
Student Attendance.....	57
Field Trips.....	59
School-Wide Positive Incentives.....	59
Staff Work Day.....	59
Guest Teachers .....	59
Awards Day.....	60
Grading.....	60
Student Behavior and Discipline.....	60
Special Education/504’S/MTSS .....	61
Mental Health Services for Students.....	61
Facilities .....	61
Safety Drills.....	62
Finances and Reimbursement .....	62
Employee Acknowledgement Form .....	63

## LETTER TO THE EDISON FAMILY

Welcome Edison Team,

Greetings to all faculty members of Edison School of the Arts, Inc. We look forward to an exciting new school year and era for Edison School of the Arts, Inc. This year we start our new journey as an innovation school with a bright and successful future ahead. We hold the belief that what the Edison Team does on a daily basis constitutes the success of our children. Each individual's work is imperative and a direct link to high achievement in all areas of academics and arts.

This promises to be a year filled with golden opportunities for all of our students and faculty as we expand our arts programs and arts integration into all of our classrooms. This year, we set the bar high and achieve even higher making Edison second to none. The journey of educating children always has some sharp curves, hills, straight and narrow paths. We, the Edison Team, will not turn around, but will strive to reach our destiny each and every day. We always remain flexible but with laser focus on academic and artistic precision and achievement. Our goal is to promote a world class K-8 Visual and Performing Arts program of excellence and provide signature service for all stakeholders. We look forward to a very positive and productive year together. Let us begin our journey to success.

With Gratitude and Anticipation,  
Edison Core Leadership Team

"Remember, we are the **best** school with the **best** faculty and staff. Good, Better, Best. Never let it rest, until your good gets better and your better gets best."

- Unknown

## PHILOSOPHY, GOALS, AND OBJECTIVES

### A. Philosophy

Our philosophy here at Edison is to always be doing what is right in educating our children under the umbrella of the mission and vision. We communicate with parents and students regularly and we uphold the expectation that parents and students have on us to educate, assess, modify and repeating always with a sense of urgency, creativity, and commitment. all done with integrity and fidelity on a daily basis while respecting the full intent of the mission and vision of the school.

### B. Mission Statement

Edison School of the Arts Inc.'s mission is to continue to be an educational and artful resource for all students, parents, community, and staff members by consistent and focused professional development, invitational practices by all, utilizing quarterly and annual reviews. We will continue to develop our educational and arts aesthetic by expanding our arts experiences, exposure, and partnerships.

### C. Vision Statement

Edison School of the Arts Inc.'s vision provides an environment that promotes high academic and creative achievement through implementation of visual and performing arts course programming. We encourage students to become responsible citizens who are culturally diverse. We develop lifelong learners, appreciators, and consumers of the arts.

### D. Daily Affirmation:

"I am an Edison School of the Arts cool cat I take pride in my home, my school, and my community. Learning is my top priority. I respect my parents, my teachers, my classmates, and myself. I use the words "Please, thank you, please stop and excuse me please" because I am courteous, and I would like others to respect and listen to me. I am smart, talented, and peaceful therefore, I will achieve "

### E. Testing

Calendar TBD by Edison School of the Arts, Inc., and the state of Indiana.

### F. What Sets Edison Apart from other Schools

Edison School of the Arts, Inc. is a K-8 non-auditioned experiential magnet choice school. Edison employs 9.5 arts teachers as opposed to the general 3 offerings that traditional schools have. Edison offers a multitude of courses such as digital design, animation, sculpture, painting, leveled instrumental groups including band, strings, guitar, dance groups, theater groups, piano classes, music theory, art history, composition, musical theatre, ceramics, choir, drum ensemble, drumline, arts science, stage craft, stage management and more. Not only are specialized arts imbedded into the master schedule for all grades, arts integration is implemented in all academic classrooms. All arts and academic teachers are highly qualified and employed by Edison School of the Arts, Inc. We have produced sell out musicals, Broadway, big screen and local actors, dancers, artists and musicians, gold medal contest winners and over 30 student and community performances a year. Edison School of the Arts, Inc. believes that arts education and learning the language of music as well as the other disciplines increases capacity for academic success and self-confidence.



# GETTING STARTED

## INTRODUCTION TO EDISON SCHOOL OF THE ARTS, INC.

For purposes of these work guidelines all faculty members shall be referred to as employee(s). HUMAN CAPITAL CONCEPTS will be referred to as HCC. The locations where you work will be referred to as Edison School of the Arts.

For payroll and tax purposes, HCC is the employer of record. As a result of HCC/Edison School of the Arts co-employment relationship, HCC will be responsible for providing the following services: payroll processing and various other payroll related services, process and deliver W-2's at the end of the year, worker's compensation coverage or provide assistance with Edison School of the Arts current carrier and employee benefits package administration. Human Resource support is also provided. Edison School of the Arts is responsible for determining the day to day functionality of the employee's job. The hours, schedule, responsibilities, compensation, and supervision are determined by Edison School of the Arts. Edison School of the Arts has entered into a co-employment arrangement with HCC.

This handbook is designed to acquaint you with Edison School of the Arts and provide you with information about working conditions, employee benefits, and some of the policies affecting your employment. You should read, understand, and comply with all provisions of the handbook. It describes many of your responsibilities as an employee and outlines the programs developed by Edison School of the Arts to benefit employees. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

**WHILE THIS HANDBOOK IS INTENDED TO BE A HELPFUL GUIDE, IT IS NOT, AND SHOULD NOT BE CONSTRUED TO BE, AN EXPRESS OR IMPLIED CONTRACT OF CONTINUED EMPLOYMENT BETWEEN EDISON SCHOOL OF THE ARTS AND ANY EMPLOYEE.**

In any situation where insurance and/or benefits are offered, the terms of the applicable policy or plan are controlling, regardless of any statement contained in this handbook.

No employee handbook can anticipate every circumstance or question about policy. As Edison School of the Arts continues to grow, the need may arise, and Edison School of the Arts reserves the right to revise, supplement, or rescind any policies or portion of the handbook from time to time as it deems appropriate, in its sole and absolute discretion. You will be informed of these changes as they occur.

This handbook will be applied in a manner that is consistent with all applicable federal, state, and/or local laws.

## SPECIAL PRACTICES OF EDISON SCHOOL OF THE ARTS, INC.

The practices and benefits outlined in this handbook are of a general nature, and employees may be eligible for a variety of benefits. Consequently, Edison School of the Arts, Inc. reserves the right to include procedures or policies addressing the particular situation.

## **EQUAL EMPLOYMENT OPPORTUNITY**

Edison School of the Arts is dedicated to the achievement of equality of opportunity for all of its employees and applicants for employment. This broadly interpreted policy not only prohibits discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, marital status, age, national origin, disability, veteran status, or any protected category under state, local or federal law, but also ensures that qualified individuals will be given the opportunity to join Edison School of the Arts and progress within Edison School of the Arts in accordance with their own abilities.

Discriminatory conduct based on any of these characteristics will not be tolerated at Edison School of the Arts. Any employee who believes this policy has been violated should immediately (1) identify the offensive behavior to the individual who engaged in the conduct and request that it stop, if the employee feels comfortable taking such action and believes it would be helpful, and (2) notify his or her manager or Human Resources at HCC. Notably, the report should be directed to an individual who is not the alleged discriminator. Any manager who receives a report or believes that this policy has been violated should immediately notify Human Resources at HCC.

If offensive behavior continues or resumes after an employee has reported it, the employee should report the additional offensive conduct. If the employee does not think that a reported complaint has been sufficiently addressed, then he or she should notify Human Resources or the Core Leadership Team.

Complaints will be investigated promptly. Appropriate disciplinary action, up to and including separation from Edison School of the Arts, may be taken against any individual who is determined to have violated this policy. Edison School of the Arts will endeavor to treat complaints confidentially, although the enforcement of this policy will be the paramount consideration.

Edison School of the Arts will not tolerate retaliation in any form against any employee because that person has made a good-faith complaint about possible conduct that violates this policy or who has properly participated in an investigation. Any employee who believes such conduct has occurred should immediately report the conduct through the identified reporting mechanisms identified above.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor or the Human Resources Department at HCC. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

## **INDIVIDUALS WITH DISABILITIES**

Edison School of the Arts is committed to equal employment opportunity in both principle and as a matter of policy. We will recruit, hire, train, promote, compensate, and provide benefits to all applicants and employees without regard to disability.

Edison School of the Arts will provide reasonable accommodations to applicants and employees with disabilities who may require such accommodations. Employees who believe they need accommodations should contact Human Resources at HCC or their manager to engage in an interactive process to determine what accommodations are needed given the particular situation. Employees must cooperate in this

interactive process and may be required to provide appropriate medical documentation in order to assist Edison School of the Arts in analyzing the particular situation.

Medical information obtained as a result of this process will be maintained in a separate and confidential file.

An employee who believes that he or she has been subjected to disability discrimination by anyone is encouraged to follow the reporting mechanism outlined in the EEO policy.

This policy will be applied in a manner consistent with the Americans with Disabilities Act of 1990, as amended and applicable state, or local law. This policy is neither exhaustive nor exclusive. Edison School of the Arts is committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and all other applicable federal, state, and local laws.

### **Confidential Health Information.**

Edison School of the Arts is committed to safeguarding the right of all employees to privacy in the use and disclosure of confidential health information, including genetic information. Each employee's protected health information is confidential. It will be safeguarded in accordance with Edison School of the Arts policy and all applicable legal requirements.

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, Edison School of the Arts is asking that employees refrain from providing any genetic information when responding to a request for medical information." Genetic information" as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

Any medical information obtained about employees is kept in separate and confidential files with limited access to the information.

## **CONFLICTS OF INTEREST**

Edison School of the Arts strongly believes in conducting our business in accordance with uncompromising and unwavering ethical standards. Employees should never relinquish these ethical standards for personal or business gains. This policy establishes only the framework within which Edison School of the Arts/HCC wishes the business to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. Contact the Human Resources Department at HCC for more information or questions about conflicts of interest.

Transactions with outside firms must be conducted within a framework established and controlled by the executive level of Edison School of the Arts /HCC. Business dealings with outside firms should not result in unusual gains for those firms. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit the employer, the employee, or both. Promotional plans that could be interpreted to involve unusual gain require specific executive level approval.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of Edison School of the Arts /HCC s business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

No presumption of guilt is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to an officer of Edison School of the Arts/HCC as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which Edison School of the Arts/HCC does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving Edison School of the Arts /HCC.

## **IMMIGRATION LAW COMPLIANCE**

Edison School of the Arts is committed to employing only individuals who are authorized to work in the United States. Edison School of the Arts does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility.

Employees with questions or seeking more information on immigration law issues are encouraged to contact the Human Resources Department at HCC. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

## **DISCRIMINATION AND HARASSMENT POLICY**

Edison School of the Arts is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment. Therefore, Edison School of the Arts expects that all relationships among persons in the workplace will be business-like and free of bias, prejudice, and harassment based on race, color, religion, sex, sexual orientation, gender identity, marital status, national origin, veteran status, age, ancestry, disability, genetic information, or any other legally protected characteristic. Edison School of the Arts will not tolerate employee harassment, verbal, sexual or otherwise, and anyone witnessing such conduct should report it to his or her immediate manager, or Human Resources at HCC.

Edison School of the Arts is committed to providing an environment that is free of *sexual* harassment as well as any other harassment, intimidation, threats, coercion, or discrimination based on any legally protected characteristic. Harassing conduct may take many forms, including jokes, statements, slurs,

gestures, notes, pictures, or other inappropriate actions or conduct. Edison School of the Arts strongly disapproves of and will not tolerate harassment of its employees by managers, supervisors, or co-workers.

“Racial and/or ethnic harassment” refers to such conduct as threats, innuendos, racial or ethnic slurs or negative stereotyping, denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group (including through e-mail), or other offensive statements or conduct based upon race or ethnicity.

“Sexual harassment” refers to conduct of a sexual nature, which is unwelcome, offensive, and has the purpose or effect of unreasonably interfering with an employee’s work performance or creating an intimidating, hostile, or offensive working environment. Examples include unwelcome sexual advances or flirtations, requests for sexual favors, unnecessary touching, displaying lewd or degrading pictures or sexual objects, jokes of a sexual nature, and other verbal or physical conduct of a sexual nature when:

1. Submission to such conduct is made explicitly or implicitly a term or condition of employment (*e.g.*, a supervisor tells an employee to commit a sexual act in exchange for a pay raise)
2. Submission to or rejection of such conduct by an employee is used as a basis for employment decisions affecting such employee (*e.g.*, a supervisor demotes an employee because the employee refused to engage in sexual behavior) or
3. Such conduct has the purpose or effect of unreasonably interfering with an employee’s work performance or creating intimidating, hostile or offensive working environment (*e.g.*, an employee is subject to repeated and unwelcome sexual or derogatory jokes or unwelcome obscene or pornographic material or other forms of harassing conduct).

This policy prohibits, among other things, the types of behavior described above. Such behavior, and behavior of a similar kind, is unacceptable in the workplace and in other work-related settings such as business trips and business-related social events. In no case shall submission to sexual advances or requests be made a term or condition of employment, either explicitly or implicitly. Likewise, submission to or rejection of such requests or advances shall not be the basis for any employment decision such as promotion or termination.

This policy applies to all employees of Edison School of the Arts, including supervisors and management. Edison School of the Arts will not tolerate, condone, or allow harassment, whether engaged in by management, supervisors, fellow employees, or other non-employees who conduct business with Edison School of the Arts. Each employee of Edison School of the Arts is responsible for creating an atmosphere free of discrimination and harassment. Edison School of the Arts encourages and expects employees to report any incidents of sexual or other harassment in the manner set forth herein.

Harassing conduct based on any of these characteristics will not be tolerated. Any employee who believes this policy has been violated should immediately (1) identify the offensive behavior to the alleged harasser and request that it stop, if the employee feels comfortable taking such action and believes it would be helpful, and (2) notify his or her immediate manager or Human Resources at HCC. Notably, the report should be directed to an individual who is not the alleged harasser. Any supervisor who receives a report or believes that this policy has been violated shall immediately notify Human Resources at HCC. Individuals should not feel obligated to file their complaints with their immediate manager first before bringing the matter to the attention of one of the other individuals identified above.

If offensive behavior continues or resumes after an employee has reported it, the employee should report the additional offensive conduct. If the employee does not think that a reported complaint has been sufficiently addressed, then he or she should notify Human Resources at HCC or the Core Leadership Team.

Complaints will be investigated promptly. Appropriate disciplinary action (up to and including separation) will be taken against any individual who is determined to have violated this policy. Edison School of the Arts will endeavor to treat complaints confidentially, although the enforcement of this policy will be the paramount consideration.

Edison School of the Arts prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports. Retaliation against an individual for making a good faith report of harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action, up to and including termination. No adverse employment action will be taken against any employee making a good faith report of alleged harassment or discrimination.

It is the duty of all personnel to cooperate in the enforcement of this policy. Any employee who believes such conduct has occurred should immediately report the conduct through the reporting mechanisms identified above.

If a party to a complaint does not agree with its resolution, that party may appeal to HCC's president.

### **RELIGIOUS ACCOMMODATION**

Any applicant or employee who requires an accommodation based on a religious belief and/or religious practice should contact the HR department, specify what accommodation he or she needs, and request such an accommodation at HCC. In addition, if the Edison School of the Arts becomes aware of an applicant's or employee's need for religious accommodation, the Edison School of the Arts will contact the applicant or employee to discuss possible accommodations. As a part of the interactive process, the Edison School of the Arts will identify possible reasonable accommodations, if any, that will help accommodate the applicant's or employee's religious beliefs and/or religious practices. If there is more than one reasonable accommodation that will not impose an undue hardship, the Edison School of the Arts will identify and select the accommodation(s) that will be made for the applicant or employee.

### **LACTATION ACCOMMODATION**

As part of our family-friendly policies and benefits, Edison School of the Arts/HCC supports breastfeeding mothers by accommodating the mother who wishes to express milk during her workday when separated from her newborn child.

Edison School of the Arts will provide reasonable break time for an employee to express breast milk for her nursing child for one year after the child's birth each time such employee has need to express the milk. Nursing mothers will be completely relieved from duty during nursing breaks and said breaks will be unpaid unless employee is already provided a paid break and chooses to use it as the nursing break, or state law dictates otherwise.

This policy will be applied in a manner consistent with all applicable federal and state laws.

In **Indiana** employers, must have a designated room directly furnished with and a refrigerator reserved for

the specific storage of breast milk. Employees wishing to use this room should contact their supervisor.

## **INDIANA MILITARY FAMILY LEAVE ENTITLEMENT**

This policy provides guidance for any eligible employee who is the spouse, parent, grandparent, or sibling of a person who is ordered to active military duty for a period in excess of 89 consecutive days. Such employees may be eligible to take up to ten (10) days of unpaid leave per year to deal with issues related to that active duty call-up.

This policy applies to any employee who:

Has been employed by the Edison School of the Arts for at least twelve (12) months

Has worked at least one thousand five hundred (1,500) hours during the twelve (12) month period immediately preceding the day the leave begins and

Is the spouse, parent, grandparent, or sibling of a person who is ordered to active duty for a period that exceeds eighty-nine (89) consecutive calendar days.

An eligible employee who wants to take a leave of absence under this policy must provide written notice, including a copy of the active duty orders if available, at least thirty (30) days before the date on which the employee intends to begin the leave or, as soon as practicable if the active duty orders are issued less than thirty (30) days before the date the requested leave is to begin.

Employees will be required to provide verification of an employee's eligibility for the leave/including verification of the active duty orders and/or the familial relationship with the person ordered to active duty. If an employee fails to provide verification required under this policy, his or her absences may be considered unexcused.

Leave under this policy is unpaid. However, eligible employees will be required to substitute any earned paid vacation leave, personal leave, or other paid leave (except for paid medical or sick leave) available to the employee for leave provided under this policy for any part of the ten (10) day period of such leave.

Upon conclusion of leave under this policy, an employee will be restored to:

The position that the employee held before the leave or a position equivalent to the position that the employee held before the leave, with equivalent seniority, pay, benefits, and other terms and conditions of employment except in circumstances where an employee is not restored to the position for reasons unrelated to the employee's exercise of the employee's rights under this policy.

The following definitions apply to this policy:

Grandparent means a biological, adoptive, foster or step grandparent. Parent means a biological, adoptive, foster or stepparent, or a court-appointed guardian or custodian.

Sibling means a biological, adoptive, or foster brother or sister.



Edison School of the Arts prohibits anyone from interfering with, restraining, or denying the exercise of or the attempt to exercise any right provided by Indiana's Military Family Leave Act. If you believe that you or another individual has been subjected to conduct of the type prohibited by the above policies, you are urged and expected to report the relevant facts promptly to Human Resources at HCC. You may make your report either orally or in writing.

Appropriate disciplinary action (up to and including termination of employment) may be taken against Edison School of the Arts personnel found to have violated this policy.

Threats or acts of retaliation against individuals because they, in good faith, report inappropriate conduct pursuant to this policy, or provide information in connection with a report by another individual will not be tolerated. In the event you believe that you have been retaliated against for having made such a report or having provided such information, you should use the above reporting procedures to bring the pertinent facts to the attention of Edison School of the Arts promptly. Edison School of the Arts will investigate and take appropriate action in the manner described above.

### **EMPLOYMENT AT-WILL**

Employment with Edison School of the Arts is voluntarily entered into, and the employee is free to resign at will at any time, with or without cause. Similarly, Edison School of the Arts may terminate the employment relationship at will at any time, with or without notice or cause. This at-will relationship can only be changed if it is in writing, signed by the Core Leadership Team

These provisions supersede all existing policies and practices and may not be amended or added to without the express written approval of the employment.

### **DRUG-FREE WORKPLACE POLICY**

Edison School of the Arts is committed to providing and maintaining a drug and alcohol-free workplace. Therefore, any use/abuse of alcohol or drugs on any premises, facilities or work situation involving Edison School of the Arts employees, customers or suppliers is strictly prohibited.

This policy outlines the practice and procedure designed to correct instances of identified alcohol and/or drug abuse in the workplace. This policy applies to all employees and all applicants for employment of Edison School of the Arts. The Human Resource department is responsible for policy administration.

#### **Illegal Drugs or Controlled Substances**

The unlawful manufacture, distribution, dispensation, possession, sale or use of an illegal drug or the improper use of controlled substance is prohibited in the workplace. Accordingly, no employee shall use or have in his or her possession illegal drugs or controlled substances that are not prescribed for him/her during working time or business-related activities, or on Edison School of the Arts property at any time. Additionally, no employee shall report to work under the influence of such substances. Possession of drug paraphernalia shall be considered evidence of violation of this rule. Searches of Edison School of the Arts property or employee property located on Edison School of the Arts property may be conducted at any time, and no employee should have an expectation of privacy in any property brought to work. Any employee who engages in such conduct may be subject to appropriate disciplinary measures up to and



including discharge. For purposes of this policy, Edison School of the Arts will follow the threshold values established by the Department of Health Human Services for employees covered by the D.O.T. regulations to determine a positive test result for illegal drugs or controlled substances.

This policy does not prohibit employees from the lawful use and possession of prescribed medications. Employees must, however, consult with their doctors about the medications' effect on their fitness for duty and ability to work safely and promptly disclose any work restrictions to their supervisor. Employees should not, however, disclose underlying medical conditions unless directed to do so. Moreover, the legal use of prescribed drugs is permitted on the job **only** if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

### **Alcoholic Beverages**

Because alcohol use can interfere with an employee's performance and/or pose a safety risk to others, Edison School of the Arts will not tolerate the use of alcohol on Edison School of the Arts property. No employee shall use alcohol during working hours. No employee shall report to work under the influence of alcohol. Any employee who engages in such conduct shall be subject to appropriate disciplinary measures up to and including discharge.

### **Substance Testing**

Edison School of the Arts/HCC retains the right to require the following tests:

- **Pre-employment:** All new employees who are made a conditional offer of employment shall be required to successfully complete a test for illegal drugs and/or controlled substances prior to commencing employment. Refusal to submit to testing will result in disqualification from further employment consideration.
- **Reasonable suspicion:** Employees may be required to submit to alcohol and/or drug testing whenever their supervisor has a reasonable suspicion based on the employees' behavior, physical symptoms or reactions upon the supervisor's request. Examples of reasonable suspicion may include but is not limited to: physical symptoms consistent with substance abuse (e.g., staggered gait, slurred speech, smell of alcohol on breath, inability to focus, etc.) or evidence of illegal substance use, possession, sale or delivery. Refusal to consent will be construed as an independent violation of this policy and the employee may be subject to discipline up to and including immediate dismissal, after an evaluation of the particular facts and circumstances. Human Resources will typically be consulted before sending an employee for reasonable suspicion testing.
- **Post-accident:** Any employee involved in an on-the-job accident (i.e., causing the accident (and not being injured) or being injured as a result of the accident) which results in personal injury requiring medical treatment or damage to property (other than minimal) may be required to be tested for the presence of drugs or alcohol, unless Edison School of the Arts determines that the testing would be inappropriate under the circumstances. Edison School of the Arts will not require testing where the accident was very unlikely to have been caused by employee drug use (e.g., repetitive strain injury or bee sting). Edison School of the Arts will make the determination for testing at its sole discretion depending on the facts and circumstances of the case. The employee involved should abstain from using alcohol until after the determination is made. Refusal to consent will be construed as an

independent violation of this policy and the employee may be subject to discipline up to and including immediate dismissal, after an evaluation of the particular facts and circumstances.

- **Follow-up:** Employees who have tested positive, or otherwise violated this policy, are subject to discipline up to and including discharge. Depending on the circumstances and the employee's work history/record, Edison School of the Arts may offer an employee who violates this policy or tests positive the opportunity to return to work on a last-chance basis pursuant to mutually agreeable terms, which could include follow-up drug testing at times and frequencies for a minimum of one (1) year but not more than two (2) years. If the employee either does not complete his/her rehabilitation program or tests positive after completing the rehabilitation program, he/she will be subject to immediate discharge from employment.

### **Employee Consent**

All applicants for employment and employees to be tested will be provided a consent form authorizing the test and release of results to management. Refusal to sign such a consent shall constitute an independent violation of this policy. Any employee who refuses to be tested or otherwise fails to cooperate in the implementation of this policy may be subject to immediate discharge.

### **Confidentiality**

All employee records pursuant to this policy will be maintained in a separate confidential file maintained in accordance with applicable statutory or regulatory requirements.

### **Law Enforcement Involvement**

Law enforcement officers may be notified whenever suspected illegal drugs are found on the premises or Edison School of the Arts has reason to believe employees may be involved with selling, distributing, or purchasing illegal drugs while on Edison School of the Arts property.

### **Disciplinary Action**

Employees who test positive or who otherwise violate this policy may be subject to immediate discharge.

### **Inspections**

Edison School of the Arts reserves the right to inspect all portions of its premises for drugs, alcohol or other contraband. All employees and contract employees may be asked to cooperate in inspections of their company work areas and property that might conceal a drug, alcohol or other contraband. Employees who possess such contraband or refuse to cooperate in such inspections are subject to appropriate discipline up to and including discharge.

### **Crimes Involving Drugs**

Edison School of the Arts prohibits all employees from manufacturing, distributing, dispensing, possessing or using an illegal drug in or on company premises or while conducting company business. Employees are also prohibited from misusing legally prescribed or over-the-counter (OTC) drugs. Law enforcement personnel shall be notified, as appropriate, when criminal activity is suspected.

## **BENEFITS CONTINUATION (COBRA)**

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health, dental, and vision insurance coverage under Edison School of the Arts' health plan when a qualifying event would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee a reduction in an employee's hours or a leave of absence an employee's divorce or legal separation and dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at Edison School of the Arts' group rates plus an administration fee. Edison School of the Arts provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under Edison School of the Arts' health insurance plan. The notice contains important information about the employee's rights and obligations.

## **GENERAL EMPLOYMENT INFORMATION**

### **NEW HIRE POLICIES**

Applicants given a contingent offer of employment may be required to successfully pass a drug screen, criminal history background, post-offer physical examination, or other tests considered applicable. Applicants may also be required to present proof of a valid driver's license and certificate of insurance issuance on their vehicle. If job-related, failure to maintain acceptable driving licensure or vehicle insurance may be sufficient cause for immediate termination of employment.

### **CERTIFICATION AND OTHER LICENSING REQUIREMENTS**

Certain persons may be required to maintain a current license or certification as a condition of employment.

Employees will be informed by their supervisor if there are any licensing requirements for a given position. If an employee fails to maintain a certification or license that is considered a requirement of his/her position, the employee must notify the heads of school within five (5) days. Failure to qualify for or to maintain appropriate license or certification may be sufficient cause for termination of employment.

### **COMPLIANCE COURSES**

As a public school within the Indianapolis Public Schools LEA, Edison School of the Arts is required to adhere to a number of regulations at the state, local, and federal levels, as well as to requirements set forth by the district, our insurance providers, HCC, etc. This means we must assign regular compliance courses and training at regular intervals.

Attending and completing these courses or training dates is a condition of employment with Edison. Some apply to all staff, while others will be assigned based upon position. Examples of required training include, but are certainly not limited to:

- SPIRE (dyslexia) training
- Racial equity training
- Workplace compliance courses
- SafeSchools compliance courses
  - o If an employee is otherwise eligible for an hourly rate increase but has not completed all required safe school training as of the date the increases go into effect, hourly rate increases will be granted to the employee upon completion of all required safe school training.
- CPI training

Courses will be assigned by Edison leadership and deadlines or prioritization will be communicated at that time. Please make every effort to complete these assignments, as they cover important topics and ensure that Edison is a safe and legally compliant workplace.

## **EMPLOYMENT CATEGORIES**

It is the intent of Edison School of the Arts/HCC to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at will at any time is retained by both the employee and Edison School of the Arts/HCC, absent a written agreement, signed by the CEO, to the contrary.

Each employee is designated as either NONEX EMPT or EX EMPT from federal and state wage and hour laws. NONEX EMPT (hourly) employees are entitled to overtime pay under the specific provisions of federal and state laws. EX EMPT (salary) employees are excluded from specific overtime provisions of federal and state wage and hour laws. Exempt employees are paid on a salary basis that does not vary from week to week based upon the quality or quantity of work performed. In other words, exempt employees are paid to get the job done. Thus, an exempt employee's pay will not be reduced in any fashion for partial day absences, except when permitted by law. Any deductions from an exempt employee's salary will be in compliance with acceptable parameters for such deductions.

For example, the following types of deductions are permissible with regard to exempt employees' pay:

- 1) No work is performed in a workweek
- 2) Absences of one or more full days for personal reasons other than sickness or disability if all accrued PTO has been exhausted
- 3) Fees received by the employee for jury or witness duty or military leave may be applied to offset the pay otherwise due to the employee for the week
- 4) Penalties imposed by infractions of safety rules of major significance
- 5) Unpaid disciplinary suspensions of one or more full days in accordance with Edison School of the Arts' disciplinary policy for such conduct issues
- 6) Deductions for the first and last week of employment, when only part of the week is worked by the employee and
- 7) Deductions for unpaid leave taken in accordance with an approved absence under the Family and Medical Leave Act. (If and when applicable).

#### **Complaint Procedure**

Employees who believe their pay has been improperly reduced should immediately contact the Payroll Department at HCC.

Edison School of the Arts/HCC will investigate the employee's concern and determine whether an inadvertent improper deduction has been made. If the deduction was in fact improper, Edison School of the Arts/HCC will reimburse the employee as promptly as possible. Edison School of the Arts/HCC complies with all applicable laws concerning the payment of wages and will correct any inadvertent improper deduction, should it occur and monitor the situation to ensure no further issues arise.

An employee's EX EMPT (salary) or NONEX EMPT (hourly) classification may be changed only upon written notification by HCC management.

In addition to the above categories, each employee will belong to one other employment category:

**REGULAR FULL-TIME** employees are those who are not in a temporary or introductory status and who are regularly scheduled to work a full-time, 40-hour schedule. Generally, they are eligible for Edison School of the Arts/HCC's benefit package, subject to the terms, conditions, and limitations of each benefit program. Employees who have completed their introductory status are then classified as regular full-time

employees and will become eligible for Edison School of the Arts paid benefits. Please refer to the work site policies for the time frame of the work site introductory period that may need to be met to receive benefits provided by Edison School of the Arts/HCC, Edison School of the Arts' contribution toward benefits, and other paid benefits like holiday pay, personal time off etc.

**REGULAR PART-TIME** employees are those who are not assigned to a temporary or introductory status and who are regularly scheduled to work less than the full-time, 40-hour work schedule. Regular part-time employees who work at least 30 hours per week are eligible for some benefits sponsored by Edison School of the Arts/HCC, subject to the terms, conditions, and limitations of each benefit program, unless otherwise defined in Edison School of the Arts specific work site policies.

**INTRODUCTORY** employees are those whose performance is being evaluated to determine whether further employment in a specific position or with Edison School of the Arts/HCC is appropriate. Employees who satisfactorily complete the introductory period will be notified of their new employment classification. The introductory period will be 30, 60, or 90 days of continuous service as determined by your work site location. (See Introductory Period)

**TEMPORARY** employees are those who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until notified of a change. While temporary employees receive all legally mandated benefits (such as workers compensation insurance and Social Security), they are ineligible for all of Edison School of the Arts/HCC's other benefit programs.

## **INTRODUCTORY PERIOD**

The introductory period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. Edison School of the Arts/HCC uses this period to evaluate employee demonstrated capabilities, work habits, and overall performance. Either the employee or Edison School of the Arts/HCC may end the employment relationship at will at any time during or after the introductory period, with or without cause or advance notice.

Upon satisfactory completion of the introductory period, employees enter the regular employment classification.

During the introductory period, new employees are eligible for those benefits that are required by law, such as workers compensation insurance and Social Security. They may also be eligible for other Edison School of the Arts/HCC provided benefits, subject to the terms and conditions of each benefit program. Employees should read the information for each specific benefit program for the details on eligibility requirements.

## **ANNUAL CONTRACTS**

Each year Edison must:

1. Have staff contracts on hand for the purposes of annual audits, and
2. Work to calculate retention and plan for vacancies

Contracts will be updated and circulated for signatures annually in the spring.

## STAFF BACKGROUND CHECKS

Pursuant to Indiana code, all personnel must undergo background check every 5 years.

Each spring, we will pull the list of folks approaching the 5 year anniversary, send notice of rights and background check consent form. The Director of Operations will run these background checks the company will absorb the costs (at no expense to employee)

## EMPLOYMENT TERMINATION

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some common circumstances under which employment is terminated:

**Resignation** - voluntary employment termination initiated by an employee.

**Discharge** - involuntary employment termination initiated by the organization.

**Layoff** - involuntary employment termination initiated by the organization for non- disciplinary reasons.

**Retirement** - voluntary employment termination initiated by the employee meeting age, length of service, and any other criteria for retirement from the organization.

In addition, Edison School of the Arts will generally provide an exit interview at the time of termination. The exit interview will afford an opportunity to discuss such issues as employee benefits, conversion privileges, repayment of outstanding debts to Edison School of the Arts, and any other personal matter that the employee cares to share. Suggestions, complaints, and questions can also be voiced. Upon termination, the employee is responsible for returning all Edison School of the Arts equipment, keys, and other property prior to leaving.

The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.

## OTHER EMPLOYMENT

Employees must inform the core leadership team of Edison School of the Arts, Inc. of any other job appointment or position that might interfere with duties or assignments with the company.

## PERFORMANCE EVALUATIONS

Performance evaluations will be scheduled, if applicable, on the allotted frequency established by Edison School of the Arts, Inc. In addition to the regular performance evaluations described above, the core leadership team may provide periodic performance feedback at any time to discuss positive aspects of performance or any performance concerns.

Although performance evaluations may coincide with wage and salary reviews, a change in compensation should not be anticipated with an evaluation and is not guaranteed.

## ACCESS TO PERSONNEL FILES

Edison School of the Arts/HCC maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records.

Personnel files are the property of Edison School of the Arts/HCC, and access to the information they contain is restricted. Generally, only supervisors and management personnel of Edison School of the Arts/HCC who have a legitimate reason to review information in a file are allowed to do so.

Employees who wish to review their own file should contact the Human Resources Department at Edison School of the Arts/HCC. With reasonable advance notice, employees may review their own personnel file in Edison School of the Arts/ HCC s offices and in the presence of an individual appointed by Edison School of the Arts/HCC to maintain the files.

## **COMPANY AND PERSONAL PROPERTY**

Upon termination of employment, whether voluntary or involuntary, employees are expected to return all property, including, but not limited to, key fab, building keys, laptop and accessories, computer equipment and any other educational materials which have been entrusted to the employee's care or use during employment. All property should be returned on or before the final day of employment.

Employees may be required to sign and date a statement that all property has been returned in the same condition, except for normal wear and tear, as it was at the time the property was issued. This statement will be countersigned by the administration team, acknowledging the property has been returned in satisfactory condition. Employee will be responsible for item replacement cost for failure to comply with the return of equipment in satisfactory condition on or before date of resignation/termination. Deduction will be taken from final paycheck.

Edison School of the Arts, Inc. reserves the right to inspect company property at any time. Prior authorization must be obtained before any company property is removed from premises.

Edison School of the Arts, Inc. is not responsible for loss or damage to personal property. Valuable personal items such as purses and all other valuables should not be left in areas where theft might occur. Edison School of the Arts Inc. may, at its discretion, inspect any locker, package, purse, tool box, vehicle or other personal belongings brought onto the company premises in connection with the investigation of any rule violation or in the maintenance of a safe workplace, pursuant to applicable law. Employees are expected to cooperate in all investigations of suspected rule violations or of workplace safety.

## **EMPLOYMENT VERIFICATION**

Please contact a member of HCC/Edison School of the Arts, Inc. Core Leadership Team, if employment verification is needed.

## **PAY AND HOURS**

### **HOURS OF WORK**

An employee's supervisor will inform him/her with the beginning and ending of the standard work week, as well as any applicable breaks or meal periods. This information may also be found in the Policies Procedures Manual for the current school year. Punctual and consistent attendance is a condition of employment.

### **TIME-KEEPING FOR PAYROLL**

It is critically important for staff to be on time and ready for students each day. Edison School of the Arts, Inc. must maintain accurate records of the hours non-exempt employees work. Unless a



position is “exempt” from the overtime provisions of the FLSA, employees are required to record arrival and departure time each day, as well as recording periods “off-the-clock” for unpaid break or meal periods. Additionally, if an employee leaves the premises (building and grounds) for any reason, he/she must record the time of departure and return. Any applicable paid time off (i.e. PTO, vacation, sick, personal, holiday hours) must be recorded on the appropriate timesheet.

Edison employees are required to record all working time using the HCC Portal. Accurate time recording will ensure that employees will be paid accurately, correctly, and promptly for the time actually worked. Staff are expected to reach out to the Director of Operations if they are having issues with the system.

If missed punches are not completed on Friday, the last working day of the pay period, payroll will be processed with the current clock-in entries entered and all pay discrepancies will be paid on the next check.

Late stipend forms not turned in by Friday, the last working day of the pay period, will be paid following the payroll cycle.

Failed PTO entries will result in no pay and rectified on the next payroll cycle.

Falsifying time records or completing another employees time card are prohibited, and could subject the employees involved to disciplinary action, up to and including termination of employment.

Non-exempt employees should not report to work more than 15 minutes prior to their scheduled starting time nor should they stay more than 15 minutes after their scheduled stop time without expressed, prior authorization from their supervisor.

If corrections or modifications are made to the time record, both the employee and the supervisor must verify the accuracy of the changes by initialing the time record.

## **OVERTIME PAY**

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime hours. When possible, advance notification of these mandatory assignments will be provided. All overtime work must receive the supervisor's prior authorization. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work.

Overtime compensation is paid to all nonexempt (hourly) employees in accordance with federal and state wage and hour laws. Overtime pay is based on actual hours worked. Time off on sick leave, vacation leave, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations.

Failure to work scheduled overtime or overtime worked without prior authorization from the supervisor may result in disciplinary action, up to and including possible termination of employment, although all hours worked will be paid.

## **PAYROLL DEDUCTIONS**

Edison School of the Arts, Inc. is required to make certain deductions from employee earnings on the employee's behalf. Amounts withheld vary based upon earnings, marital status, government employment regulations, and other factors. These mandatory deductions are made until the maximum amount is reached. Mandated withholdings may include, but are not limited to, the following:

- Federal Income Tax
- State Income Tax
- Local Income Tax
- Social Security and Medicare



Other voluntary deductions may be made from employee paychecks with permission including, but not limited to:

- Group Health Life Plan Contributions
- Dental Coverage Contributions
- Vision Coverage Contributions
- Supplemental Insurance Plan Contributions
- Retirement Savings Contributions
- Other Services Requested by Employee

Voluntary deductions will automatically be withheld on a pre-tax basis when eligible, in compliance with Section 125 of the Internal Revenue Code.

Additionally, Edison School of the Arts, Inc. may be required by law to recognize certain court orders, medical support orders, liens, and wage assignments, such as child support payments.

If an inadvertent deduction is made from an employee's paycheck, the employee must immediately report it in writing or via fax to Edison School of the Arts, Inc. Payroll and notify the core leadership team. Upon receipt of the report, HCC will conduct a prompt investigation to determine whether a mistake has been made. If the results of the investigation determine that an improper deduction was made, the employee will be appropriately reimbursed on the next payroll cycle.

Hourly employees whose summer break is unpaid should be aware that Edison pays the employee portion of benefits during that time. Employees will have options for paying the amount back to Edison. Please contact your benefits coordinator with any questions.

## **PAYDAY**

Edison School of the Arts, Inc. payday is dependent upon the pay cycle. Edison School of the Arts, Inc. offers direct deposit of employee paychecks.

In case of an error in a paycheck, employees should contact their supervisor immediately to review the possible error. When appropriate, adjustments will appear on the next issued paycheck.

If an employee loses his/her paycheck, he/she should notify the Director of Operations immediately. Edison School of the Arts, Inc. expects employees to handle their paychecks responsibly. If a reprint is required due to employee negligence, the employee must reimburse Edison School of the Arts, Inc. for the stop payment fees. The check will be re-issued in accordance with applicable law.

## **ADMINISTRATIVE PAY CORRECTIONS**

Edison School of the Arts takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday.

In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the

discrepancy to the attention of the Payroll Department at HCC so that corrections can be made as quickly as possible.

## **PERSONNEL DATA CHANGES**

It is the responsibility of each employee to promptly notify Edison School of the Arts of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, educational accomplishment, and other such status reports should be accurate and current at all times. If any personnel data has changed, notify the Human Resources Department at HCC.

## **DIRECT DEPOSIT OF PAYCHECKS**

Edison School of the Arts, Inc. requires direct deposit of employee paychecks. When employees first sign up for direct deposit, when a change is made, or when an account is added to be direct deposited to, employees will receive a live check to deposit. The payroll team may need to pre-note the new information with the financial institution(s) before the direct deposit can take place. The pre-noting process for direct deposits can take up to fourteen (14) business days to complete.

## **ATTENDANCE AND PUNCTUALITY**

Absenteeism and tardiness represent a serious loss to employees and companies. When employees are absent or late, their colleagues have to adjust by covering duties, work scheduling becomes difficult and imposes a hardship on coworkers. It is important employees be at work at the appointed time every scheduled day.

Edison School of the Arts, Inc. recognizes that circumstances beyond an employee's control may cause the employee to be late or absent from work. However, excessive absenteeism or tardiness in connection with scheduled work times, breaks and meal periods will result in disciplinary action up to and including termination of employment.

If at any time an employee's schedule is unclear, the employee should ask a member of the core leadership team to explain it.

Should an employee be unable to report to work on time, he/she must notify the Principal and Executive Director of Edison School of the Arts no later than one (1) hour before start time so proper coverage can be made until the employee can arrive at school.

Should an employee be unable to report to work, he/she must notify the Principal and/or Vice Principal of Edison School of the Arts no later than one (1) hours before the normal start time on each day of the absence, unless an employee is granted an authorized medical leave. Notification should be sent to the Principal via text or phone call at 317.778.5182 or to the Assistant Principal at 317.790.6755. Failure to properly notify the core leadership team may result in an unexcused absence. If an employee is absent for three (3) consecutive workdays, a statement from a physician may be required before an employee is permitted to return to work.

If an employee fails to report to work for three (3) scheduled working days without notification

("no call, no show") within a school year, the employee will be considered to have "abandoned" the job and therefore voluntarily resigned his/her position.

## **LEAVES OF ABSENCE**

We realize leaves of absence due to compelling personal reasons are sometimes necessary. Although leaves of absence are uncommon, a leave of absence from work should be requested in writing and properly arranged through the core leadership team. The term "leave of absence" means an approved absence from work without pay for a period of time in excess of three working days.

The granting of a leave of absence does not guarantee there will be a position available to an employee after a predetermined length of time. Employees returning from a leave necessitated by medical reasons may be required to provide a doctor's release.

If the employee has any company benefits, the company will continue to pay the companies premium portion for up to six (6) weeks. The employee will still be responsible to pay their portion of their premiums.

It is the employee's responsibility to report to work at the end of an approved leave. Failure to do so may be considered a voluntary resignation of employment.

## **BEREAVEMENT LEAVE**

Excused absence with pay for up to three (3) working days will be provided to attend or handle related matters. Associated with bereavement in the event of a death in an employee's immediate family. Immediate family is defined for this purpose as the employee's spouse, parents, children, siblings, grandparents, grandchildren, and the parents of the employee's current spouse. In unusual circumstances, additional time or relations may be considered and approved at the sole discretion of the Principal and/or Executive Director.

## **JURY AND WITNESS DUTY**

In compliance with applicable law, an employee may be granted time off to serve as a juror or witness, as requested by the court. If an employee's job is considered essential, the core leadership team reserves the right to request the court to have the employee excused.

Edison School of the Arts will grant employees time off for mandatory jury duty. A copy of the court notice must be submitted to the employee's manager to verify the need for such leave. The employee will receive his or her normal salary or wage for each day of jury duty up to a maximum of three (3) days per year in addition to any other paid leave.

The employee is expected to report for work when doing so does not conflict with court obligations. It is the employee's responsibility to keep his or her supervisor or manager informed about the amount of time required for jury duty.

## **VOTING TIME**

Edison School of the Arts encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees are able to find time to vote either before or after their regular work schedule. If employees are unable to vote in an election during their nonworking hours, Edison School of the Arts will grant up to 4 hours of unpaid time off to vote.

Employees should request time off to vote from their supervisor at least two working days prior to the Election Day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift whichever provides the least disruption to the normal work schedule.

## **FMLA POLICY**

### **A. General Provisions**

You may be eligible for leaves of absence caused by certain family or medical reasons, for leave relating to care of a covered service member, or for certain exigent circumstances in the case of military leave. To be eligible for such a leave, you must have completed at least one (1) year of service, have worked at least 1,250 hours during the twelve (12) months preceding the commencement of the requested leave of absence, and work at a site that employs at least 50 employees within a 75-mile radius. In addition, you must be a qualifying family member in order to use leave for these purposes.

This policy will be applied in a manner that is consistent with all federal, state, and/or local laws in the jurisdiction in which the employee works. If any provision of a state or local law grants more generous leave rights than those outlined in this policy, the policy will be applied in a manner that is consistent with that state or local law.

### **B. Eligibility/Types of Leaves**

Up to a total of twelve (12) weeks of unpaid leave during any rolling backward (measured backward from the date the leave is to commence) twelve (12) month period may be available to cover: (1) the birth of your child (2) the adoption or foster care of a child by you (3) the care of your spouse, child, or parent because of a serious health condition or (4) your own serious health condition. A serious health condition generally means an illness, injury or other medical condition which renders you unable to perform your job, such as a period of hospitalization or a period of incapacity exceeding three (3) full calendar days while under the continuing care or treatment of a health care provider.

FMLA leave for the birth, adoption, or foster care of a child must be taken within one year of the birth or placement. If spouses are both employed by Edison School of the Arts, they are permitted to take only a combined total of twelve (12) weeks of Family and Medical Leave during a rolling backward twelve (12) month period if the leave is taken for the birth of a child or after placement of an adopted or foster child, or to care for the child after birth or placement, or to care for a parent with a serious health condition.

Up to a total of twenty-six (26) weeks of unpaid, job protected leave in a single 12-month period is available in qualifying circumstances to care for a covered service member with a serious illness or injury. Covered family relationships to care for a covered service member include a spouse, child, parent, or next of kin for

a service member who is undergoing medical treatment, recuperation, or therapy, is otherwise in an outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in line of duty on active duty in the Armed Forces. This type of leave is also available for covered family members of veterans who are undergoing medical treatment, recuperation or therapy for serious injury or illness that was incurred or aggravated in the line of duty on active duty in the Armed Forces and manifested itself before or after the veteran left active duty. A covered veteran is an individual discharged or released under conditions other than dishonorable within the five-year period preceding the date the employee first takes military caregiver leave. This type of leave will begin from the first date such leave is taken and calculated forward for the twelve (12) month period following that date. However, the combined maximum amount of leave for any qualifying reason when this type of leave is taken in the single twelve (12) month period is twenty-six (26) weeks.

Up to a total of twelve (12) weeks of unpaid leave in a rolling backward twelve (12) month period due to a qualifying exigency arising out of the call to active duty of a spouse, child, or parent in support of a contingency operation is also available. Eligible employees may take leave while a qualifying spouse, son, daughter or parent is on active duty or called to active duty status for one of the following reasons: short notice deployment military events and related activities certain childcare and school activities financial and other legal arrangements counseling rest and recuperation for the covered service member post-deployment activities to care for a military member's parent who is incapable of self-care when the care is necessitated by the member's covered active duty and additional activities as agreed upon by the employee and Edison School of the Arts.

### **C. Employee Obligations**

When requesting leave or when Edison School of the Arts is attempting to determine whether an absence should be designated as FMLA, the employee must provide sufficient information to enable Edison School of the Arts to determine whether an absence may qualify for FMLA. If the employee seeks leave due to an FMLA-qualifying reason, for which Edison School of the Arts has previously provided FMLA-protected leave, the employee must specifically reference the qualifying reason for leave or the need for FMLA leave. Calling in "sick" without providing more information will not be considered sufficient notice to trigger the employer's FMLA obligations.

You may also be eligible for other forms of paid leave under other Edison School of the Arts programs, including PTO or worker's compensation benefits. To be eligible for paid leave under any these policies, you must meet the eligibility criteria and provide any necessary documentation to Edison School of the Arts under the terms of that particular plan or policy. You may elect not to apply for those paid leave benefits, and still be entitled to unpaid FMLA leave if you establish that you are eligible for such leave.

Whenever the need for leave is foreseeable, you must request the leave not less than thirty (30) days before the leave is to begin. Failure to submit the request at least 30 days in advance will result in the leave being delayed, and any absences that occur prior to the beginning of the leave may be counted as unexcused under Edison School of the Arts' attendance program. A written leave of absence should be submitted to the Human Resources Department at HCC explaining the reason(s) for the requested leave, the anticipated length of the leave, and the starting and ending dates of the leave. If the need for leave is not foreseeable, you must give as much advanced notice as is practicable and complete the written leave of absence form.

You will be required to produce medical or other certification, satisfactory to Edison School of the Arts, in support of the leave request, or during the leave, or as a condition of return to work at the expiration of the leave. The appropriate certification must be completed prior to the leave if the need for the leave is foreseeable, or as soon as practicable if the leave is not foreseeable (at least within fifteen (15) days of the date the employee receives the request for certification). It is your responsibility to have this form completed and returned within fifteen (15) days, and a failure to timely provide the required certification may result in the leave being designated as non-FMLA qualifying with the absences being counted as unexcused pursuant to Edison School of the Arts' attendance policy, after an evaluation of the particular facts and circumstances.

You may be required to provide recertification verifying a continuing need for leave at various times by Edison School of the Arts. If you fail to timely return the completed recertification, Edison School of the Arts may proceed with the understanding that the absences in question are not due to a qualifying reason for FMLA leave, and the absences may be counted as unexcused under the attendance policy. If you fail to obtain your return to work fitness certification, your return to work will be delayed. If you fail to return to work at the conclusion of your leave or provide Edison School of the Arts with documentation to support an extension of your leave, your employment may be terminated, after an evaluation of the particular facts and circumstances.

You may be required to submit to a second opinion under certain circumstances. If you fail to cooperate with the second opinion process, Edison School of the Arts may proceed with the understanding that the absences in question are not due to a qualifying reason for FMLA leave, and the absences may be counted as unexcused under the attendance policy.

You may be required to provide periodic reports of your status and intent to return to work. Edison School of the Arts requires a minimum of two (2) days' notice of your intent to return to work early. If you find that you do not require the amount of time originally contemplated for your FMLA leave, it is your responsibility to notify Human Resources immediately.

Upon the expiration of the leave, you will generally be returned to the job which you held prior to the leave of absence or to an equivalent position, unless your position has been affected by a reduction-in-force or reorganization, or unless there are circumstances which would have led to separation absent the leave. If an employee fails to return to work at the conclusion of FMLA leave Edison School of the Arts may proceed with the understanding that the employee has voluntarily resigned his or her employment, after evaluating the particular facts and circumstances.

#### **D. Intermittent Leaves**

Leave which is necessitated by a serious health condition of an employee or an employee's spouse, child or parent may be taken intermittently rather than continuously. Similarly, leave due to care for a covered service member or for military exigent leave may be taken intermittently. Employees who take intermittent leave for planned medical treatment are required to make a reasonable effort to schedule the treatment so as not to unduly disrupt Edison School of the Arts' operations and are expected to arrange doctor visits during non-work hours, if possible. Generally, you are expected to discuss the planned medical treatment appointments with Edison School of the Arts prior to scheduling the appointments.

If your need for intermittent leave only requires you to miss part of your work day, you are expected to work the remainder of your shift, whether before or after your requisite period of intermittent leave. Under

certain circumstances, employees using intermittent leave or reduced leave may be subject to temporary transfer to an alternate position for which the employee is qualified and that better accommodates the leave than the employee's regular position. Leave for the birth or following the placement of the child due to adoption of foster care may not be taken intermittently. However, any necessary meetings to affect the adoption prior to the placement are covered.

Authorized absences for family or medical leave will be considered excused absences for purposes of Edison School of the Arts' attendance policies.

Employees are required to follow Edison School of the Arts' established call-in procedures when they will be absent or late to work until such time as they are on an approved continuous leave of absence. Absent extenuating circumstances, employees who fail to follow the established procedure may be subject to disciplinary action, up to and including termination, after an evaluation of the particular facts and circumstances.

**E. Fraudulent Use of Leave**

Using FMLA leave for any purpose other than its intended purpose will be considered grounds for disciplinary action up to and including discharge. Please understand that any such conduct may result in termination, after an evaluation of the particular facts and circumstances.

**F. Outside Employment**

In accordance with Edison School of the Arts' policy prohibiting outside or supplemental employment during any leaves of absence, an employee who is on FMLA leave is similarly prohibited from engaging in outside or supplemental employment. Violations of this policy may result in discipline, up to and including termination of employment.

**G. Substitution of Paid Leaves**

As a condition of receiving leave, you will be required to substitute for any of the twelve (12) week leave (or twenty-six (26) week leave in the case of care of the service member) any paid leave time otherwise available to you. The remainder of the leave will be without pay. For any period of time where you are receiving paid benefits under other Edison School of the Arts policies or worker's compensation benefits, the substitution of paid leave requirement will not be applicable.

**H. Employee Benefits During Leave**

Health insurance coverage will be continued during the leave under the same terms and conditions as are then applicable to similarly situated employees who are not on leave of absence. To the extent that employees not on leave are required to make any co-payments to maintain insurance coverage, you will be required to make the same co-payments to maintain insurance coverage. If you fail to return to work, and your failure to return to work is not due to the continuance or recurrence of a serious health condition or due to circumstances beyond your control, Edison School of the Arts may recover from you its share of the health care premiums paid on your behalf during the leave.

Under current Edison School of the Arts policy, the employee pays a portion of the health care premium. While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must continue to make this payment, either in person

or by mail. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave. The employer will provide 15 days' notification prior to the employee's loss of coverage.

If the employee contributes to a life insurance or disability plan, the employer will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee may request continuation of such benefits and pay their portion of the premiums or the employer may elect to maintain such benefits during the leave and pay the employee's share of the premium payments. If the employee does not continue these payments, the employer may discontinue coverage during the leave. If the employer maintains coverage, the employer may recover the costs incurred for paying the employee's share of any premiums whether or not the employee returns to work.

It is intended that these guidelines concerning certain family and medical leaves of absence will operate as a supplement to other Edison School of the Arts policies, including PTO leave or other leave plans available. For example, leaves of absence longer than twelve (12) weeks and/or for reasons unrelated to childbirth, adoption or the serious health conditions of an employee or family member may be available pursuant to other Edison School of the Arts policies. Whenever an employee is eligible for leave pursuant to the Family and Medical Leave Act and is also eligible for another type of leave under different Edison School of the Arts policies, it is Edison School of the Arts' intent that the leaves will run concurrently. The Family or Medical Leave will run the first twelve (12) weeks of the total leave. At the end of the twelve (12) week period, all rights under the FMLA, including reinstatement rights, will cease.

Any employee who believes that his or her rights under this policy have been violated should immediately report this concern to Human Resources at HCC, so that a proper inquiry can be undertaken. No employee shall be retaliated against for exercising rights under the FMLA.

For further questions, please contact Human Resources at HCC.



# EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

## THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

### LEAVE ENTITLEMENTS

Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within one year of the child’s birth or placement);
- To care for the employee’s spouse, child, or parent who has a qualifying serious health condition;
- For the employee’s own qualifying serious health condition that makes the employee unable to perform the employee’s job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee’s spouse, child, or parent.

An eligible employee who is a covered servicemember’s spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer’s normal paid leave policies.

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave. Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual’s FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

### BENEFITS & PROTECTIONS

### ELIGIBILITY REQUIREMENTS

### REQUESTING LEAVE

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;\* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee’s worksite.

\*Special “hours of service” requirements apply to airline flight crew employees.

Generally, employees must give 30-days’ advance notice of the need for FMLA leave. If it is not possible to give 30-days’ notice, an employee must notify the employer as soon as possible and, generally, follow the employer’s usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

Once an employer becomes aware that an employee’s need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

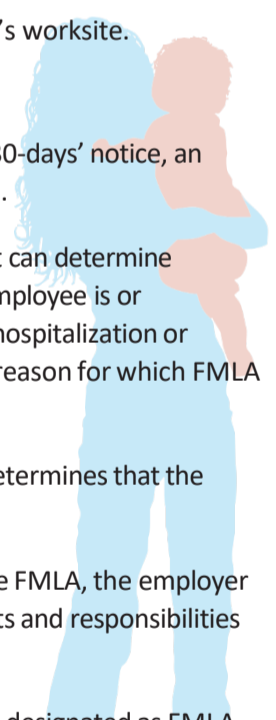
Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

### EMPLOYER RESPONSIBILITIES

### ENFORCEMENT



For additional information or to file a complaint:

# 1-866-4-USWAGE

(1-866-487-9243)

TTY: 1-877-889-5627

# www.dol.gov/whd



## MILITARY LEAVE

A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required, unless military necessity prevents such notice, or it is otherwise impossible or unreasonable.

The leave will be unpaid. However, employees may use any available paid time off for the absence.

Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions, and limitations of the applicable plans for which the employee is otherwise eligible.

Employees on military leave for up to thirty (30) days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws.

Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

Contact the Human Resources Department at HCC for more information or questions about military leave.

## PAID TIME OFF/LEAVE EARLY REQUEST

Paid time off (PTO) is intended to provide time off for employees to manage personal business. PTO is separate from bereavement leave, jury duty leave, etc.

Regular full-time employees (regularly working 30 or more hours per week) are eligible for 10 paid days. (70 or 75 hours annually, depending on the length of workday)

To submit a request:

- Employees must first discuss with and receive unofficial approval from their manager
- Employees are responsible for submitting their requests through the HCC portal for formal approval/tracking

Employees can take time off in hours, not just full days (7 or 7.5 hours) or half days (3.5 or 3.75 hours)

Employees will be allowed to carry over 10 days of PTO annually.

Taking leave above the 70 or 75 hours annually is **STRONGLY** discouraged and will be unpaid.

Upon termination from Edison School of the Arts, accrued/unused PTO will not be paid out on the employee's final paycheck if it is before the end of the school year. If the termination is after the last day with students, accrued and unused PTO will be paid out.

If an employee's PTO balance goes into the negative, they will be asked to sign an agreement indicating that they are taking an advancement/loan from Edison School of the Arts and will pay it back or the amount will be deducted from the final pay upon termination.

Employees are entitled to PTO based on length of service which is calculated from their first full school year. You will not be eligible for PTO during unpaid leaves of absence, or other periods of inactive service, unless PTO accrual is required by applicable federal, state, or local law.

A part-time employee, who later becomes a regular, full-time employee will be entitled to future PTO based on his/her original hire date, but he/she will not be credited for any past PTO.

Employees are entitled to receive their regular rate of pay during scheduled PTO. It does not include overtime or other special forms of compensation such as incentives, commission, bonuses, or shift differentials.

PTO, except when taken due to an illness, should be scheduled at least 48 hours in advance at the mutual convenience of Edison School of the Arts and the employee. PTO requests should be submitted to the employee portal and to the Principal at Edison School of the Arts via email. Edison School of the Arts reserves the right to schedule PTO in order to insure orderly operation of our business and service. Failure to follow PTO request procedures may result in disciplinary action.

In the event PTO is taken on the same date as a company-paid holiday, the employee will be paid for the holiday and will not be paid PTO for the same date.

PTO time does not count as "time worked" for the purpose of calculating overtime.

Any staff person leaving early must email the request to the heads of school. An email will be sent by an administrator to the office manager so that it can be documented. All early leaves will be handled circumstantially as far as personal time being required.

## **SAFETY AND HEALTH**

Edison School of the Arts is committed to providing a safe and healthy work environment for employees, customers, and visitors. Doing so depends on the personal commitment of all.

Employees will be informed about workplace safety and health issues through regular internal communication channels such as supervisor-employee meetings, bulletin board postings, memos, or other written communications.



Each employee is expected to obey standard safety rules and to exercise caution in all work activities. All employees must wear the appropriate safety equipment required to perform their job safely or while in certain designated areas of the work environment. If you are unsure what safety equipment you are required to wear at any given time, please feel free to refer to your immediate supervisor or the Human Resources Department at HCC.

Employees must immediately report any unsafe condition to the appropriate supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or remedy such situations, may be subject to disciplinary action, up to and including termination of employment.

Employees should show up to work prepared to work.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify the appropriate supervisor and or the Human Resources Department at HCC as soon as they recognize they have sustained an injury. Such notification is necessary to comply with relevant laws and initiate insurance and workers compensation benefits procedures.

Please note that in the event you do not timely report an accident or injury, there may be a delay in the benefits paid, and your eligibility for certain benefits may be adversely affected.

Any employee involved in an on-the-job accident (i.e., causing the accident (and not being injured) or being injured as a result of the accident) which results in personal injury requiring medical treatment or damage to property (other than minimal) may be required to be tested for the presence of drugs or alcohol, unless Edison School of the Arts determines that the testing would be inappropriate under the circumstances. Edison School of the Arts will not require testing where the accident was very unlikely to have been caused by employee drug use (e.g., repetitive strain injury or bee sting). Edison School of the Arts will make the determination for testing at its sole discretion depending on the facts and circumstances of the case. The employee involved should abstain from using alcohol until after the determination is made. Refusal to consent will be construed as an independent violation of this policy and the employee may be subject to discipline up to and including immediate dismissal, after an evaluation of the particular facts and circumstances. Positive drug and alcohol test results may also result in disciplinary action, up to and including termination.

Some of the best safety improvement ideas come from employees. Those with ideas, concerns, or suggestions for improved safety in the workplace are encouraged to raise them with their supervisor, or with another supervisor or manager, or bring them to the attention of the Human Resources Department at HCC. Reports and concerns about workplace safety issues may be made anonymously if the employee wishes. All reports can be made without fear of reprisal.

Edison School of the Arts, Inc. has developed some common-sense rules to help employees understand their role and responsibilities in ensuring a safe working environment for all employees. These rules are designed to help identify workplace hazards and avoid accidents. In addition to this Employee Handbook, employees should also familiarize themselves with the Policy Procedures Manual for the current school year.

Following these simple rules is an essential function of employment. Failure to follow these rules could result in disciplinary action up to and including termination. If an employee has any questions about the rules below, he/she should ask a member of the core leadership team.

- Learn expected job duties and how to be safe in the workplace.
- Learn evacuation procedures and the location of fire alarm boxes, extinguishers, and employee responsibilities and duties in case of fire or another emergency.
- Employees must promptly report to the core leadership team all unsafe or potentially hazardous conditions, such as the following:
  - Wet or slippery floors
  - Trash-laden or unsafe areas at work
  - Equipment left in halls or walkways
  - Exposed or unsafe electrical wiring
  - Careless handling of equipment
  - Defective equipment or equipment lacking the proper safe guards
- Do not operate electrical equipment with wet hands.
- Immediately report all accidents to a member of the core leadership team. The core leadership team must report to HCC for worker's compensation purposes.
- Use proper lifting procedures and get help when needed.
- Wear safety glasses and protective clothing when necessary.
- Handle hazardous chemicals with care.
- Familiarize yourself with the Policies & Procedures Manual for the current school year.

## **CARE OF EQUIPMENT**

Laptops, iPad, and other Mobile Devices owned by Edison School of the Arts and used to conduct business must be used appropriately, responsibly, and ethically.

The following are rules and stipulations regarding company issued portable IT equipment:

1. I understand that computers, iPads, equipment, and/or accessories that Edison School of the Arts has provided to me are the property of Edison School of the Arts and must be treated, used, and safeguarded as such.
2. "Find My Device" must always be active.
3. Device must be logged in with appropriate credentials to permit cloud backup, as well as data wiping if device were to be lost, stolen, or in some other way made inaccessible. Verify correct login information at the time of iPad, laptop issuance.
4. If an employee damages or loses a company-issued iPad, laptop or other mobile device, the employee must notify their manager immediately.
5. If an employee damages or loses a company issued iPad, laptop or other mobile device, their manager is responsible for notifying Edison School of the Arts IT contact immediately to have the device deactivated.
6. No employee is to use company-owned devices for illegal transactions, harassment, or obscene behavior, in accordance with other existing employee policies.

7. Employees are prohibited from using a company-issued iPad or other Mobile Devices while operating a motor vehicle unless utilizing a hands-free device. Further, if state or local laws are more restrictive, the employee must follow the appropriate law.
8. Devices must not be loaned to, or used by, others.
9. All employees with a company issued device will utilize Wi-Fi where available and when possible. Data will be monitored.
10. I understand that I will not be held responsible for iPad problems resulting from regular work-related use however, I understand that I am personally responsible for the cost of replacement or repairs for any damage, theft, or loss of the iPad, computer and/or related equipment and accessories due to negligence.
11. Payment plans will be arranged between the Company and employees who are responsible for repairs or replacement of any damaged, lost, stolen, etc. IT equipment.
12. I understand that a violation of the terms and conditions set out in this Agreement will result in the restriction and/or termination of my use of Edison School of the Arts' iPads, equipment, and/or accessories and may result in further discipline up to and including termination of employment and/or legal action.

## **HAZARDOUS CHEMICALS AND RIGHT TO KNOW**

Employees must comply with all occupational safety and health standards and regulations established by the Occupational Safety and Health Act (OSHA). If employees believe they are being exposed to a known or suspected hazard, when working with toxic chemicals or substances, they have a right to know about such hazards through safety data sheets SDS . Supervisors are to review the SDS with employees. If a Supervisor does not have this information available, contact Edison School of the Arts, Inc. immediately.

Employees who work with, or contact, hazardous chemicals or substances are to consult with their supervisor regarding the proper handling of such chemicals in the workplace during orientation and new employee training.

## **WORKPLACE VIOLENCE**

Edison School of the Arts, Inc. is committed to preventing violence in the workplace. Accordingly, Edison School of the Arts, Inc. has adopted the following guidelines to deal with intimidation, harassment or other threats of violence that may occur in the workplace.

Edison School of the Arts, Inc. will not tolerate any conduct that threatens, intimidates, or coerces an employee, customer, or member of the public at any time, including off-duty periods. Additionally, firearms, weapons, and other dangerous or hazardous devices or substances are strictly prohibited from the premises of Edison School of the Arts, Inc. without proper authorization, pursuant to applicable law.

All suspicious individuals or activities, including explicit acts of violence or threats of potential violence, both direct and indirect, should be reported immediately to a Supervisor, any other member of the core leadership team and Edison School of the Arts, Inc. This includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public. Employees should not attempt to intercede or otherwise become involved with any actual or potentially intimidating, harassing, or violent situation.

Employees are encouraged to bring their disputes or differences with other employees to the attention of an appropriate member of the core leadership team before the situation escalates into potential violence. A thorough and impartial investigation will be conducted in as timely and confidential a manner as possible. In order to maintain workplace safety and the integrity of its investigation, Edison School of the Arts, Inc. may suspend employees, either with or without pay, pending investigation. Any employee determined to have participated in any threatened or actual violence, or other conduct that violates these guidelines, will be subject to disciplinary action, up to and including termination of employment.

## **DOMESTIC VIOLENCE POLICY**

Domestic violence is generally defined as violent or intimidating behavior committed by one partner in a marriage or other intimate relationship against another. The abusive behavior may be physical, sexual, economic, or psychological, with the primary purpose to control, dominate, or hurt the partner in the relationship. Edison School of the Arts, Inc. is committed to providing a safe, productive environment for its employees and will do all it reasonably can to protect its employees while at work from the effects of domestic violence. However, this policy does not intend to create any obligation or liability on the part of Edison School of the Arts, Inc. that is not otherwise required by law.

Any employee who is or suspects that another employee is being threatened or victimized by domestic violence is encouraged to report the matter to Edison School of the Arts, Inc. Edison School of the Arts, Inc. will discreetly investigate the alleged situation and discuss available options with the adversely affected employee. This discussion will include appropriate internal and community referral resources, a safety plan in the workplace to attempt to prevent violence or threatened violence to the victim at work or on premises, and available and appropriate utilization of any applicable health insurance benefits and/or leave policies. Any employee who engages in acts of domestic violence in the workplace, including using Company resources to engage in such behavior, will be subject to discipline up to and including termination of employment.

## **WORKERS' COMPENSATION**

Depending on state requirements, Edison School of the Arts, Inc. provides workers' compensation benefits to employees for job-related injury or illness. This benefit provides for medical care and temporary disability, and benefits for permanent disability.

Creating a safe place to work, free of accidents, is everyone's goal. If an employee becomes injured or ill on the job, he/she is to notify his/her Supervisor immediately. The core leadership team will review the completed "Employee Incident Accident Report", which must be submitted within 24 hours following the accident or illness. Medical care will be provided as required by workers' compensation statutes. If an employee fails to report an accident that develops into a "lost time accident" at a later date, the employee may have difficulty in obtaining workers' compensation benefits.

Employees should be aware workers' compensation insurance does not cover the payment of workers' compensation benefits for any injury which arises out of voluntary participation in any off-duty work, recreational, social, or athletic activity, which is not a part of work-related duties,

regardless of potential company sponsorship of the activity.

## **LIABILITY OF STAFF FOR STUDENT WELFARE**

All Edison School of the Arts, Inc. employees are responsible for the safety of students on the grounds, on the bus and during all school sponsored events at all times students are present. To minimize the occurrence of situations in which employees may incur liability for actions related to students, each employee should familiarize themselves with the Policy Procedures Manual. In addition, all employees:

- Should not leave students unattended for any reason.
- Should not allow or permit students to enter the workroom/adult designated space without being accompanied by an adult.
- Should not leave an unqualified person in charge of students without prior knowledge of the Heads of School.
- Should accompany students wherever they are assigned and remain with them until supervision is assumed by another responsible person.
- Should not leave a student in charge of other students.
- Should ensure students do not use non-school-owned equipment or any school-owned equipment which may be potentially dangerous.
- Should ensure classroom is locked at all times it is not occupied.
- Should organize classroom materials and equipment so as to minimize danger of injury to students and to self.

If an area is unlocked for anyone for any reason, the Edison School of the Arts, Inc. employee or authorized adult is responsible for ensuring the area is locked up after its use. Under no circumstances are staff and/or custodial workers authorized or permitted to open a facility for unsupervised student use.

## **CHILD NEGLECT AND ABUSE REPORTING**

Under Indiana law, all Edison School of the Arts, Inc. employees are considered “mandated reporters” and are responsible for filing a report with the Department of Child Services (DCS) if they reasonably believe a child is a victim of any type of abuse or neglect. Also, if you are unsure if it is considered any type of abuse or neglect, staff must speak immediately with the school counselors and the Core Leadership Team. A report can be filed by way of the Indiana Child Abuse and Neglect Hotline at 1-800-800-5556 or by contacting local law enforcement. In addition, any report should also be made to the Heads of School.

**In addition, if the report involves an Edison School of the Arts Employee:**

- The principal or administrator-in-charge shall notify his/her supervisor.
- As much as possible, the principal or administrator-in-charge is to ensure that the employee and the student have no further contact until resolution by CPS and Human Resources or the Title I Coordinator.
- For all cases that may imply sexual abuse and for all cases where there is evidence of physical



injury, the principal, administrator-in-charge (or designee) is to notify Human Resources immediately.

- All suspensions that come as a result of enforcing child abuse procedures are to be done by Human Resources staff, only.
- Upon receiving the fax of the Confirmation of Report to CPS and Incident Procedure Checklist, if Human Resources has not received communication from the school, Human Resources will contact the building principal or administrator-in-charge/supervisor.
- The principal or administrator-in-charge will provide Human Resources with an assessment of the situation, including any employee history as it pertains to this type of incident.
- If the allegations involve sexual conduct, the Title I Coordinator must be notified and will conduct an investigation in coordination with the school, CPS, IPS PD, and IMPD when necessary. In all other cases, Human Resources will initiate the investigation which will be conducted in coordination with the school, CPS, IPS PD, and IMPD as necessary.
- There may be cases in which an employee will be placed on or continued on suspension after CPS has found allegations of abuse or neglect unsubstantiated so that IPS can conduct its investigation of possible violations of IPS policies and rules.
- Unless the alleged abuse is of a criminal nature and/or unless the alleged abuse will possibly lead to further disciplinary action, it will be the intent of IPS to limit the time on suspension, as much as possible.

### **Child Abuse within the School**

- If a child reports that he/she is being sexually, physically, or emotionally abused by school personnel, the educator should remember that it takes courage for an abused child to talk to someone. Any verbal disclosure of abuse must be taken seriously and must be reported immediately. Only DCS and law enforcement have the responsibility to determine the truthfulness of the allegation. School personnel should not attempt to determine truthfulness of allegations. Follow the steps outlined in the next section. Certainly, the school administration must be notified in case appropriate personnel action is deemed necessary, but the situation should not be discussed among the other staff. The school administration should determine what action must be taken with regard to any school employee suspected of abusing a student, both in the short term and long term, to protect the student population and to enforce the district's internal employment rules.
- Never ask the children to tell their stories in front of the accused. There is a significant difference in power and resources between teachers and students. If children have been abused by an adult in the system, we must ensure that the system does not intimidate, minimize or victimize the child again when they report abuse by a staff member. Schools are mandated reporters whether the abuser is an outsider or a school employee. Under state child abuse and neglect reporting statutes, educators have the same liabilities for failure to report suspected incidents perpetrated by colleagues as they would in incidents resulting from interfamilial abuse or neglect. If you have reason to believe abuse has occurred, call DCS and/or law enforcement. Close, sufficient communication between law enforcement, the prosecutor's office and schools is important to aid the school in taking appropriate action as quickly as possible.

### **Reporting Child Abuse and Molestation Possibly Involving School Personnel**

When any staff member becomes aware of alleged abuse or molestation of a student by a school employee, that staff member shall immediately notify the principal or school designee. The principal or school designee should elicit enough information from the reporter (not the student) to determine: 1) the name of the alleged perpetrator 2) the name(s) of the alleged victim(s) 3) the approximate time and duration of the alleged abuse and 4) the general nature of the abuse. The principal should not discuss the matter with the alleged perpetrator until the following steps are taken, which should be done immediately:

- Call the Indiana Child Abuse and Neglect hotline at 1-800-800-5556 (emphasize to the intake specialist that this report alleges that the perpetrator is a school professional).
- Note that if the principal or designee calls DCS, this does not relieve an individual of the obligation to report on the individual's own behalf, unless a report has already been made to the best of the individual's belief per [IC 31-33-5-3](#).
- If the child is believed to be at risk, contact law enforcement or 911 in case of emergency.
- Make a report to the individual in charge of the school per [IC 31-33-5-2](#) Note: if the individual in charge of your school is alleged to be involved in the incident, report to your superintendent or designee(s) identified by the superintendent.

The Department of Child Services or the local Police Department will attempt to respond immediately to all reports in which the alleged perpetrator has continued access to the alleged victim. While the Prosecutor's Office works cooperatively with the DCS and the Police Department in its investigation, it may become necessary for an administrator to take some appropriate personnel action.

Due to the sensitive nature of such allegations, these matters must be treated with the utmost confidentiality. Great care must be taken to protect the reputations of students, their families, and staff members.

# GENERAL POLICIES

## COURTESY AND CUSTOMER SERVICE

Courtesy and a positive attitude toward the people with whom employees contact in the workplace will positively influence the image people have of the company. Employees should incorporate an attitude of helpfulness toward customers, colleagues, and supervisors.

Courtesy is the key to good human relations.

## PHONE CALLS, PERSONAL MAIL AND VISITORS

The use of business phones may be limited to official company business. Local personal calls may also be limited to emergencies only. Friends and relatives should be discouraged from calling during working hours unless there is an emergency. Under no circumstance should employees make or charge a long-distance call unless it is work-related and/or approved by the core leadership team.

Good telephone etiquette is important when dealing with the public. Employees should identify themselves and the place where they work, in a pleasant and helpful voice. Be courteous and confine the conversations to the subject at hand. Employees are encouraged to cultivate a pleasant voice and cheerful manner.

Any company-provided telecommunication devices may be monitored at any time for any reason, including, but not limited to, training purposes, or monitoring geographic location, pursuant to applicable law.

Do not use company stationery, stamps, postage meters or other company supplies for personal mail. Employees' personal correspondence must not be sent to the workplace unless prior permission from the core leadership team has been given.

Personal visits by visitors to the workplace may also be restricted.

## SCHOOL COMPUTERS, E-MAIL SYSTEM AND THE INTERNET

Edison School of the Arts maintains a variety of business communications systems and employs technology including phone, voice mail systems, access to the Internet, equipment, and devices, and all communications and information transmitted by, received from, or stored in these systems.

All Edison School of the Arts IT resources, including all information created, stored, or received on or passing through Edison School of the Arts' systems, are the property of Edison School of the Arts. To ensure that the use of Edison School of the Arts' IT resources is consistent with legitimate business interests, Edison School of the Arts retains the right to monitor the use of such resources from time to time, and employees hereby consent to such monitoring, without further notice.

**Rules on Personal Use.** Edison School of the Arts IT resources shall generally be used for business or job-related purposes during working time. Any personal use of Edison School of the Arts email must be limited to non-

working time (e.g., breaks and lunch periods) and be in compliance with all other Edison School of the Arts policies (including but not limited to non-discrimination and anti-harassment policies).

**Off Limits.** In no event will an employee be allowed to transmit, retrieve, or store any information on Edison School of the Arts equipment which may violate applicable copyright laws, or which may be considered discriminatory or harassing in nature (as defined by our discrimination and anti-harassment policies). Accordingly, employees are strictly prohibited from using Edison School of the Arts' e-mail system and Internet access for any of the following purposes:

- Viewing, transmitting, retrieving, or storing material that may be considered in violation of Edison School of the Arts policies, such as the nondiscrimination and anti-harassment policies accessing sites containing sexually explicit or pornographic material, illegal activities, or gambling is prohibited at any time
- Transmitting any messages containing discriminatory or harassing remarks about an individual or group's race, color, religion, national origin, age, gender, disability or other legally protected characteristic, or any threats of violence
- Transmitting any knowingly false information about your work
- Attempting to break into the computer system of another organization or person
- Sending or posting messages that disparage another organization's products or services or
- For any other purpose which is illegal.

There is never a reason to share our confidential business strategies, operational plans, or forecasts or release information that is considered a company trade secret or confidential proprietary business information. Thus, employees are prohibited from transmitting or posting such information outside the organization without the prior authorization of the CEO.

Copyrighted materials belonging to entities other than Edison School of the Arts, including software, publications, articles, graphics, or other proprietary information, may not be transmitted by employees on Edison School of the Arts' e-mail system or via Edison School of the Arts' internet access. All employees obtaining access to any material prepared or created by another company or individual must respect any attached copyrights. Respect such copyright, trademark and similar laws and use such protected information in compliance with applicable legal standards.

Employees should not indicate that they represent Edison School of the Arts' view in any electronic communications unless they have received express written permission to do so by the CEO. Similarly, employees should refrain from labeling any website or other electronic data room as an Edison School of the Arts site, or giving a similar impression, without express written permission from the CEO to do so.

**It's not private.** Electronic mail using Edison School of the Arts' systems is the property of Edison School of the Arts, and users have no personal privacy or property interests in electronic mail received and sent. There should be no expectation that the contents of any message received or sent is confidential from Edison School of the Arts. Accordingly, the fact that access to Edison School of the Arts' computer or phone systems may be password-protected does not indicate that the communications are in any way regarded as private. Although email may allow the uses of passwords for security, confidentiality is not guaranteed. All passwords are known to Edison School of the Arts as the system may need to be accessed by Edison School of the Arts under certain circumstances.

Edison School of the Arts has the capability and reserves the right to review, audit, intercept, access and disclose all messages or materials created, received, or sent over the electronic communications systems for any purpose. The contents of any computer file, e-mail message, voice mail message or Internet use may be disclosed without the permission of the employee. Employees hereby consent to such monitoring. This includes monitoring Internet usage and listening to stored voice-mail messages. Notwithstanding Edison School of the Arts' right to retrieve and read any electronic communications, such messages should be treated as confidential by other employees and accessed only by the intended recipient. Employees should not attempt to gain access to another employee's messages without the latter's permission. Employees are not authorized to retrieve or read any electronic communication that is not sent to them.

Employees should notify their immediate supervisor, the Human Resources Department at HCC, or any member of management upon learning of violations of this policy. Employees who violate this policy may be subject to disciplinary action, up to and including termination of employment, after an evaluation of the particular facts and circumstances.

This policy will be applied in a manner consistent with all applicable federal, state, or local laws. Nothing in this policy, however, is intended to prevent employees from discussing the terms and conditions of their employment, or from engaging in concerted activity protected by law.

### **PC/LOCAL AREA NETWORK**

Personal Computers and Local Area Networks are property of Edison School of the Arts, Inc. and are intended to be used for business purposes only.

While employees may have a personal password to access their computer or network, the Edison School of the Arts, Inc. reserves the right to monitor any workstation in order to ensure compliance with Company policy. Employees should not expect that applications or data resident on either the hard drive or the network server will be private, or that no one else will have access to them.

The network and workstations may be periodically audited for viruses and unlicensed software. To prevent computer viruses from being transmitted through the computer system or possible copyright violations, employees are prohibited from installing or downloading any software (i.e.: instant messaging, games, screen savers, weather programs, music, etc.) without prior authorization from Edison School of the Arts, Inc. All software installed or downloaded must be registered in accordance with instructions from Edison School of the Arts, Inc. This action will be taken in order to protect Edison School of the Arts, Inc. liability with respect to software licensing agreements, as well as to minimize negative impacts on the network, such as viruses and excessive use of the network resources.

Employees violating the PC/LAN policy will be subject to disciplinary action, up to and including termination of employment.

### **CONFIDENTIAL INFORMATION**

Protecting company information is an essential job function of every position within Edison School of the Arts, Inc. Examples of this include, but are not limited to,

- Financial reports
- Intellectual property such as lesson plans and curriculum

- Phone and address lists
- Payroll and compensation information
- Marketing reports
- Computer programs/codes
- Labor relations strategies
- New materials research
- Scientific data and formulas
- Scholar and scholar family information
- Technological prototypes
- Computer processes
- Private health information

This information includes, but is not limited to, a process, procedure, method, machine, or manner of doing business, or other information which is not generally known in the market or by competitors which allows the company to compete more favorably than others. It also includes business information such as marketing data, financial data, customer identities or contacts, customer requirements, prices, profits, or similar information. Unless otherwise identified by the core leadership team, all employees should assume that such information is confidential.

It is the responsibility of every employee at Edison School of the Arts, Inc. to do his or her utmost to protect information and to cooperate with Administration to ensure full compliance with every policy or procedure relating to confidential information. All employees should make sure that all such procedures are followed and that appropriate agreements are utilized.

It is important to remember that many of the obligations set forth in these agreements last beyond the end of employment with Edison School of the Arts, Inc.

## **NO SOLICITATION/DISTRIBUTION AND ACCESS POLICIES**

To prevent disruptions in the operation of our facility, and to minimize interference with or inconvenience to all of us, the following rules apply to solicitation and distribution of literature on company property:

**Outsiders:** Persons not employed by Edison School of the Arts may not solicit or distribute literature on Edison School of the Arts property for any purpose at any time.

**Employees:** You cannot solicit for any purpose during working time. You may not distribute literature for any purpose during working time or in work areas.

“Working time” includes working time of both the employee doing the solicitation or distribution and the employee to whom it is directed. “Working time” does not include rest periods or meal times. “Work areas” do not include break rooms or rest rooms. If you have any questions as to the meaning of “working time” or “working area” please contact Human Resources at HCC for clarification.

## **BULLETIN BOARDS**

Keeping you well informed is a priority because we think you can perform best as a member of our team if you know what's happening around you. Important information about official company business and items of interest is posted on the bulletin boards.

The bulletin boards are used for official company business only (i.e. official memos, job postings. Bulletin boards are used to communicate official business, government information, company policy, and announcements such as organizational changes, safety rules, health items, benefit programs, and notices announcing special events.

Employees may not post any form of literature, printed or written materials, announcements, advertisements, photographs, or notices of any kind on Edison School of the Arts' bulletin boards. Violation of this policy will be grounds for disciplinary action, up to and including discharge.

Make it a habit to read the bulletin board regularly and carefully so that you will be kept informed of current Edison School of the Arts events and policy changes.

## **TRAVEL AND EXPENSE**

All purchases must be approved in advance. Consult your supervisor for any specific reimbursement amounts and other procedures.

## **SMOKING**

Smoking is prohibited at work on entire school grounds, pursuant to applicable law. This includes the use of Vapor / Electronic Cigarettes.

## **SMOKING BAN (INDIANA)**

Indiana's statewide smoking ban (Indiana Code, title 7.1, article 5, chapter 12) the Act prohibits smoking

- In public places
- Places of employment and
- Within eight feet of a public entrance to a public place or place of employment.

Smoking is the use of cigarettes, cigars, pipes, or other lighted tobacco smoking equipment. A public place is an enclosed area of a structure in which the public is invited or permitted. The Act defines place of employment as any enclosed area of a structure where people are employed, but this does not include a private vehicle.

The Act exempts from its coverage freestanding bars and taverns, horseracing facilities, off-track betting facilities, casinos, riverboats, certain private and fraternal clubs, certain businesses located in private residences where all the employees also reside, cigar and hookah bars (cigarettes are banned from these facilities), retail tobacco stores, cigar manufacturing facilities, and cigar specialty stores. But most Indiana employers, including all restaurants and the bars located in them, must comply.

Additionally, employers must:

- Inform each current and prospective employee of the smoking ban applying to the place of employment.
- Remove all ashtrays or other smoking paraphernalia from the public place or place of employment.
- Post conspicuous signs at each public entrance that read **State Law Prohibits Smoking Within 8 Feet of this Entrance** or other similar language.

If a place of employment is also a public place and many are the owner, operator, manager, or official in charge must also:

- Post conspicuous signs in the public place that read **Smoking is Prohibited by State Law** or other similar language.
- Ask anyone smoking in violation of the Act to cease smoking.
- Cause anyone who refuses to cease smoking to be removed from the public place.

### **The Penalties for Non-Compliance**

The Act gives the Indiana Alcohol and Tobacco Commission primary enforcement authority. State and local health departments, health and hospital corporations, the division of fire and building safety, and law enforcement agencies will also be involved in enforcement efforts. Agents from any of these entities may enter and inspect premises to ensure that the person responsible for the premises is in compliance with the Act.

Violators will have committed a Class B infraction and may be fined up to 1,000 per violation. Having three or more unrelated violations will be considered a Class A infraction, exposing the violator to a maximum of 10,000 in penalties.

The Act also prevents employers from discharging, refusing to hire, or retaliating in any way against an individual for reporting a violation of the Act or exercising any right under the Act. The penalties in the preceding paragraph would apply. The Act does not create a private right of action for an employee who feels his or her rights have been violated.

### **More Restrictive Policies Are Permitted**

The Act explicitly states that it neither supersedes any more restrictive smoking ordinance a county, city, town, or other governmental unit has already enacted, nor prohibits governmental entities from enacting more restrictive laws in the future.

Indeed, after the Act passed, Marion County, Indiana where Indianapolis is located modified the Marion County Smoke Free Ordinance to go beyond what the Act requires by mandating that freestanding bars and taverns be smoke-free effective June 1, 2012, and expanding the definition of smoking to include the use of electronic cigarettes (e-cigarettes).

While this is the first statewide smoking ban in Indiana, you should also be aware of local ordinances that may be broader than the state law. HCC understands that the law creates another exception to the at-will doctrine in Indiana. You cannot discharge, refuse to hire or in any matter retaliate against anyone who reports a violation of this law or exercises any right or satisfies any obligation under the new law. Assume for now that



reporting includes either internal (to you or HCC) or external (e.g., the Alcohol and Tobacco Commission, local health department, division of fire and building safety, and local law enforcement officers). Indiana Code sections 22-5-4-1 to -4 prohibits employers from discriminating against employees and applicants due to off-duty tobacco use.

## **BUSINESS ETHICS AND CONDUCT**

Edison School of the Arts, Inc. requires all employees to fully comply with all applicable laws and regulations and to refrain from any appearance of having engaged in any illegal, dishonest, or unethical conduct. All employees should be guided by the highest standard of conduct in their business contacts and relationships. The following examples could be considered to involve a conflict of interest that violates this policy:

1. Serving as an employee, officer, director, or consultant for any customer, Edison School of the Arts, competitor or supplier of materials or services.
2. Holding any financial interest by an employee or an immediate family member (parent, sibling, child, or spouse) in the business of any customer, Edison School of the Arts, competitor or supplier of materials or services. This does not include a financial interest in publicly held corporations that are quoted and sold on the open market, unless the amount held is in excess of 10 percent of the outstanding stock of that corporation or the stock held has a value representing more than 10 percent of the individual's personal net worth.
3. Borrowing money from or lending money to any student, family, customer, Edison School of the Arts, competitor or supplier of materials or services, other than recognized financial institutions (i.e., banks, credit unions).
4. Accepting gifts, entertainment, or anything of value from any customer, Edison School of the Arts, competitor or supplier of materials or services other than minor holiday gifts of a nominal nature.
5. Engaging in or attempting to engage in a romantic relationship with any customers, Edison School of the Arts, competitors, or suppliers of materials or resources.

It is important to avoid not only any situation that is an obvious conflict of interest, but also any situation that might give the appearance of being a conflict of interest.

In general, common sense and good judgment will guide employees with respect to lines of acceptable conduct. However, if a situation arises in which it is difficult to determine the proper course of action, the matter should be discussed openly with an immediate Supervisor for advice and consultation.

Compliance with the expected level of business ethics and conduct is the responsibility of every employee. Disregarding or failing to comply with this standard could lead to disciplinary action, up to and including possible termination of employment.

## EMPLOYEE DATING POLICY

Edison School of the Arts strongly believes that a work environment where employees maintain clear boundaries between employees' personal and business interactions is necessary for effective business operations. Although this policy does not prevent the development of friendships or romantic relationships between co-workers, it does establish boundaries as to how relationships are conducted during working hours and within the working environment.

Individuals in supervisory or managerial roles and those with authority over others terms and conditions of employment are subject to more stringent requirements under this policy due to their status as role models, their access to sensitive information, and their ability to affect the employment of individuals in subordinate positions.

1. During working time and in working areas, employees are expected to conduct themselves in an appropriate workplace manner that does not interfere with others or with overall productivity.
2. During non-working time, such as lunches, breaks, and before- and after-work periods, employees engaging in personal exchanges in non-work areas should observe an appropriate workplace manner to avoid offending other workers or putting others in an uncomfortable position.
3. Employees are strictly prohibited from engaging in physical contact that would in any way be deemed inappropriate in the workplace by a reasonable person while anywhere on company premises, whether during working hours or not.
4. Employee off-duty conduct is generally regarded as private, as long as such conduct does not create problems within the workplace. An exception to this principle, however, is romantic or sexual relationships between supervisors and subordinates.
5. Any supervisor, manager, executive or other company official in a sensitive or influential position must disclose the existence of a romantic or sexual relationship with another co-worker. Disclosure may be made to the individual's immediate supervisor or the director of HR/Director of Operations. Edison leadership will review the circumstances to determine whether any conflict of interest exists.
6. When a conflict-of-interest or potential risk is identified due to a company official's relationship with a co-worker, Edison leadership will work with the parties involved to consider options for resolving the problem. The initial solution may be to make sure the parties no longer work together on matters where one is able to influence the other or take action for the other. Matters such as hiring, firing, promotions, performance management, compensation decisions and financial transactions are examples of situations that may require reallocation of duties to avoid any actual or perceived reward or disadvantage. In some cases, other measures may be necessary, such as transfer of one or both parties to other positions and departments. If one or both parties refuse to accept a reasonable solution, such refusal will be deemed a voluntary resignation.
7. Failure to cooperate with Edison leadership to resolve a conflict or problem caused by a romantic or sexual relationship between co-workers or among managers, supervisors, or others in positions of authority in a mutually agreeable fashion may be deemed insubordination and result in disciplinary action up to and including termination.
8. The provisions of this policy apply regardless of the sexual orientation of the parties involved.

## **EMPLOYEE CONDUCT AND WORK RULES**

To ensure orderly operations and provide the best possible work environment, Edison School of the Arts expects each person to work in a professional and cooperative manner with managers, coworkers, customers, and vendors concerning work activities.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. Because circumstances vary in each case involving possible disciplinary action, each situation will be handled on an individual basis. The types of formal discipline that may be imposed include verbal warnings, written warnings, final warnings, suspension, and/or termination. While progressive steps of discipline may be warranted in some circumstances, they may not and will not be warranted in all circumstances and accordingly are not mandatory. There are certain instances where the conduct or infraction of policy is of such a serious nature that Edison School of the Arts may terminate the employee immediately, without prior warning or consultation. Some of the more obvious unacceptable behaviors are noted below.

- Theft or inappropriate removal or possession of property or attempted theft from Edison School of the Arts, another employee, an Edison School of the Arts, vendor, or other person doing business with Edison School of the Arts.
- Falsifying company records or reports including but not limited to time records submitting or having submitted false information when applying for employment with Edison School of the Arts falsely stating or making a claim of work-related injury or illness providing any false information to Edison School of the Arts.
- Insubordination or failure to work in a cooperative manner with management/supervision, coworkers, customers, and vendors concerning work duties.
- Violating Edison School of the Arts' policy of equal employment opportunity and nondiscrimination, harassment and/or retaliation.
- Failure to follow company policies and procedures.
- Receipt, request for or payment of bribes or kickbacks.
- Consumption, possession, sale, distribution, or transfer of illegal drugs or controlled substances on Edison School of the Arts premises or while transacting Edison School of the Arts business reporting to work under the influence of drugs or alcohol, or while operating employer-owned vehicles or equipment.
- Fighting, assaulting, or provoking a fight on company premises.
- Misuse, destruction, or damage of Edison School of the Arts property or the property of customers.
- Violation of safety or health rules Disregarding safety rules, procedures, or practices.
- Possession of a weapon of any kind on Edison School of the Arts property, except as prescribed by law
- Discourtesy to a customer, vendor, or visitor.
- Excessive absenteeism or failure to properly notify of absences from work.
- Failure to perform assigned duties satisfactorily.

Nothing in this policy, however, is intended to prevent employees from discussing the terms and conditions of their employment, or from engaging in concerted activity protected by law.

## **PROFESSIONAL CONDUCT EXPECTATIONS**

Edison School of the Arts expects each person to work in a professional and cooperative manner with managers, coworkers, customers, and vendors concerning work activities. We know employees who violate the rules are rare exceptions. Because circumstances vary in each case involving possible disciplinary action, each situation will be handled on an individual basis. The types of formal discipline that may be imposed include verbal warnings, written warnings, final warnings, suspension, and/or termination. While progressive steps of discipline may be warranted in some circumstances, they may not and will not be warranted in all circumstances and accordingly are not mandatory. There are certain instances where the conduct or infraction of policy is of such a serious nature that Edison School of the Arts may terminate the employee immediately, without prior warning or consultation.

While it is impossible to list every type of behavior that may be deemed a serious offense, the Employee Conduct and Work Rules policy includes examples of problems that may result in immediate suspension or termination of employment.

## **DRESS CODE AND APPEARANCE**

Employees create the image people will have about the company or business where they work. Employees should check their appearance before reporting to work and utilize good judgment in determining appearance. A well-groomed appearance and good hygiene are important and enhances overall effectiveness. Specific guidelines may exist with regard to appearance and dress code policy.

Teachers of Edison School of the Arts, Inc. are constantly to model the utmost professional behavior. Professional dress is an extension of this mindset and teachers will be expected to dress in the same manner as required of Indianapolis Public Schools (IPS) faculty unless otherwise specified by the Heads of School. Please consider the following:

- Leggings may be worn only in the event that the seat area is covered completely by another article of clothing such as a dress or longshirt.
- Business casual shorts of professional length are permitted
- Dresses, blouses, or shirts that have see-through or cut-out elements are not permitted
- Clothing that promotes alcoholic beverages, tobacco, the use of controlled substances, depicts violence, is of a sexual nature, or is of a disruptive nature will not be permitted.
- Clothing that is excessively tight fitting or sexually suggestive will not be permitted.
- Clothing that is provocative, revealing, indecent, vulgar, obscene, or profane will not be permitted.
- Articles of clothing more than three inches above the top of the knee, including, but not limited to, dresses and skirts will not be permitted.
- Jeans may be worn on Fridays as long as they are not torn, slit, ripped, or contain holes and accompanied by a "spirit wear". Jeans may be worn Monday through Thursday only when a field trip to a camp or woods has been scheduled.
- No "hoodie" sweatshirts may be worn inside or outside the classrooms unless it is spirit wear.
- Earrings, nose ring studs are approved however, all other facial jewelry must be approved by the Leadership Team.

Only Physical Education (PE) and dance instructor teachers are permitted to wear jogging/wind/martial arts suits and shorts. PE instructors must follow the faculty dress code on parent conference days and other occasions when not instructing class.

## **WHISTLE-BLOWER PROTECTION POLICY**

If any employee reasonably believes that some policy, practice, or activity of Edison School of the Arts, Inc. is in violation of law or is aware of sensitive and/or damaging information, a written complaint may be filed by that employee with the Leadership Team.

It is the intent of Edison School of the Arts, Inc. to adhere to all laws and regulations that apply to the organization and its role as educators, and the underlying purpose of this policy is to support the organization's goal of legal compliance. The support of all employees is necessary to achieving compliance with various laws and regulations. An employee is protected from retaliation only if the employee brings the alleged unlawful activity, policy, or practice to the attention of Edison School of the Arts, Inc. and provides Edison School of the Arts, Inc. with a reasonable opportunity to investigate and correct the alleged unlawful activity. The protection described below is only available to employees that comply with this requirement.

Edison School of the Arts, Inc. will not retaliate against an employee who, in good faith, has made a protest or raised a complaint against some practice of Edison School of the Arts, Inc., or of another individual or entity with whom Edison School of the Arts, Inc. had a business relationship, on the basis of a reasonable belief that the practice is in violation of law or a clear mandate of public policy.

Edison School of the Arts, Inc. will not retaliate against an employee who discloses or threatens to disclose to a supervisor or a public body any activity, policy, or practice of Edison School of the Arts, Inc. that the employee reasonably believes is in violation of a law, or a rule, or regulation mandated pursuant to law or is in violation of a clear mandate or public policy concerning health, safety, welfare, or protection of the environment.

## **THE WORK ENVIRONMENT**

Employees are expected to demonstrate good judgment, ethical personal behavior, and common sense. If a few of the actions, but certainly not all, that may result in discipline are listed below and may result in disciplinary actions up to and including termination of employment. The rules are not intended to limit the rights of anyone. They are intended to protect the rights of everyone.

1. Employees are expected to be at their assigned place of work and ready to work at the established starting time. Employees are expected to remain at this position and perform work assignments until the end of the work or all scholars are supervised by another designated, appropriate adult.
2. Employees are not to conduct personal business during working hours.
3. Relevant protective equipment must be properly utilized as directed.
4. Employees must report all injuries or accidents to their Supervisor immediately.
5. Employees are not to cause poor-quality or defective work.
6. Employees must be physically and mentally capable of performing work assignments, with or without reasonable accommodation.
7. Employees must perform all assigned duties and fulfill responsibilities to Edison School of the Arts, Inc. Productivity and workmanship must be up to standard.
8. Employees are to have a 24 hour turnaround time on emails, texts, or calls to parents, supervisors, coworkers, etc. as it relates to work functions.

9. Employees must be available for work as scheduled or requested.
10. Employees are responsible for all property placed in their custody.
11. Employees are not to neglect job duties or responsibilities, or any work assigned.
12. Employees should never transport scholars in his/her personal vehicle unless a parent waiver has been obtained and approved by the CEO or Principal.
13. If a situation occurs with a scholar that could be construed as inappropriate, employees should immediately notify the leadership team.
14. If an employee knows of or reasonably suspects an inappropriate relationship between another employee and a scholar, s/he is obligated by this policy to notify the Heads of School immediately. Failure to do so may result in termination.

In addition, the following are some actions that are considered gross misconduct. We cannot possibly write down every acceptable or unacceptable action and encourage employees to utilize common sense. These examples simply serve as a reference guide during work and at company-sponsored activities. Employees who engage in gross misconduct are subject to immediate termination of employment. Gross misconduct includes, but is not limited to:

1. Bringing firearms or weapons of any kind, intoxicating liquors or narcotic drugs or chemicals into the office or onto the premises of work, pursuant to applicable law.
2. Being on the job while under the influence of alcohol, unapproved prescription drugs, unapproved non-prescription drugs, or intoxicants of any type.
3. Falsifying information on Edison School of the Arts, Inc. forms, reports, or records including applications, personal absence, sickness, timecards, and production records. Note: The commission of this offense will result in termination in all cases regardless of the date of discovery.
4. Falsely stating or making claims of injury.
5. Removing or using, without authority, property, records or other materials of Edison School of the Arts, Inc., or other relevant persons.
6. Fighting, threatening, intimidating, or coercing any visitor, employee, supervisor, vendor, or anyone else with whom employees come into contact as a result of work.
7. Damaging or destroying Edison School of the Arts, Inc. property, or wasting of materials.
8. Loitering or sleeping while on duty.
9. Refusing to follow the core leadership teams (or supervisor) directions or instructions, or other insubordinate conduct.
10. Violating safety or health rules or practices or engaging in conduct which creates a safety hazard.
11. Engaging in unlawful or improper conduct on or off work premises, during work or nonworking hours, which affects an employee's relationship to work, fellow employees, supervisors, Edison School of the Arts, Inc., products, property, reputation, or goodwill in the community.
12. Leaving the department or work before the end of the shift without the authorization of the immediate Supervisor.
13. Using Edison School of the Arts Company's facilities and time for personal business, or

14. unauthorized possession or use of Edison School of the Arts, Inc. keys.
15. Soliciting or accepting tips from worksite visitors or other employees.
16. Smoking is prohibited.
17. Providing prescription drugs to others in the workplace, either at no cost or selling for profit.

Note: The foregoing rules are not intended to be inclusive of the required discipline, proper standards of conduct, or obligations which employees must observe at all times.

## **PROBLEM RESOLUTION**

Your supervisor and members of Edison School of the Arts, Inc. administration team are available to help employees resolve misunderstandings. If employees have a work-related problem, it should first be discussed with the core leadership team or supervisor.

Edison School of the Arts is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from Edison School of the Arts supervisors and management.

Frequent informal communication between managers and employees is strongly encouraged to resolve any work-related problems. Employees should consider management's doors to be always open with respect to employee issues and concerns and employees are encouraged to offer positive and constructive criticism.

If employees disagree with established rules of conduct, policies, or practices, they can express their concern. No employee will be penalized, formally or informally, for voicing a complaint with Edison School of the Arts in a reasonable and business-like manner.

Not every problem can be resolved to everyone's total satisfaction, but only through understanding and discussion of mutual problems can employees and management develop the necessary trust and confidence in each other.

## **PROGRESSIVE DISCIPLINE POLICY**

The purpose of this policy is to state Edison School of the Arts, Inc.'s position on administering equitable and consistent discipline for unsatisfactory conduct in the workplace. The best disciplinary measure is the one that does not have to be enforced and comes from good leadership and fair supervision at all employment levels.

Edison School of the Arts, Inc. desires to ensure fair treatment of all employees and making certain that disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory job performance in the future.

Disciplinary action may call for any of four steps – documented verbal warning, written warning, final written warning (which may include suspension with or without pay), or termination of employment, depending on the severity of the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed.

Progressive discipline means that, with respect to most disciplinary problems, these steps will normally be

followed:

1. Documented verbal warning
2. Written warning
3. Final written warning and possible suspension
4. Termination of employment

Edison School of the Arts, Inc. recognizes that there are certain types of employee problems that are serious enough to justify either a final written warning, with or without suspension, or, in extreme situations, termination of employment, without going through the usual progressive discipline steps.

By using progressive discipline, Edison School of the Arts, Inc. believes that most employee problems can be corrected at an early stage, benefiting the employee and Edison School of the Arts, Inc.

## GENERAL EMPLOYEE EXPECTATIONS

### BUILDING & CLASSROOM EXPECTATIONS

Schedules: All teachers and staff are expected to have their daily schedule on the google doc. Daily schedules must include all balanced literacy components, math blocks, writing, science, social studies, arts classes, pull outs, lunch and recess time, restroom break(s), intervention times, supervision duties and tutoring times. This must be kept current at all times and posted outside classroom.

Behavior Management Plans: Teachers will provide written classroom behavior management plans with procedures and expectations to core leadership team. Plans need to include rewards and consequences. These plans must be uploaded on VPA, submitted for approval, and then distributed to students and families.

Online Biography: All employees are to have an online biography including college information and picture on the school's website.

Bulletin Boards: Each grade-level team should develop a bulletin board assignment calendar. Each homeroom teacher is expected to change bulletin boards appropriately, display student work that is academic, arts focused or both, that changes monthly.

Wednesday Folders: are expected to go home every Wednesday with the school newsletter, all graded assignments for the week and a progress report including missing assignments, current grades, and behavior reports.

School Letterhead: All written communication from our school to parents or a public agency must be on approved letterhead and approved by a core leadership team member *prior* to distribution.

Visibility and Circulation: The teacher should always be circulating around the classroom or working with a small group. There is never "independent" work time in which the teacher would be sitting at the desk while students are "busy". There is always a student who can use some assistance or more monitoring. Air-slates are expected to be used when a teacher would normally stand at the overhead projector. This



allows for better proximity management/awareness and more possible student involvement and attention. If an air- slate is not working, then an email should be sent immediately to the Media Specialist and copy the heads of school to remedy the issue.

Staff Lounge: The staff lounge should remain locked at all times and for Edison School of the Arts, Inc. staff only. Students are not permitted in the staff lounge. It is expected that all conversations remain professional and holding children and other staff members in high esteem. The staff lounge should be respected as to not take items that do not belong to you.

The refrigerator will be cleaned out every Friday by 5pm. All unclaimed items will be thrown away.

Textbooks: Textbook check-in/out will be the collaborative responsibility of the administrative assistant letting all involved parties of a student's entry/withdrawal, then the appropriate teacher will ensure and account that the student has all of their books at school and the media asst. will assign/ un-assign the book to the student.

School Telephone: Students do not need to be sent to the office to use the phone. If students need to communicate with their parent/guardian regarding transportation changes or uniform clothes, the teacher may approve calls from the classroom during appropriate non-instructional times.

Teachers are *not* permitted to send students home if the child isn't feeling well. The child must be sent to the office where the administrative assistant(s) will handle the situation.

Teachers will not be transferred a call during instruction unless it is an expected from a parent/guardian to discuss discipline with their child, prearranged, or a family emergency. Calls during instruction, should not take more than two minutes of the teacher's time.

School Pictures/Yearbook: School pictures will be by Lifetouch. They will be for all students in the fall and optional in the spring. Core leadership team will manage the school picture schedule for all classes. All teachers will be responsible to take pictures of great things and upload them to Google for the yearbook. No student should be left out of the year book under any circumstances. All homerooms are expected to proactive in this endeavor.

After-school/Non-School Activities on Campus: All after-school/non-school activities must be approved by the core leadership team prior to happening. If after school activities are cancelled, heads of school must be notified.

## COMMON AREA SUPERVISION

Students are expected to be supervised by the attending adult at all times. Students should never be left alone in the classroom and a teacher's back should not be turned to the majority of students.

Additional areas to be supervised:

**Playground:** Teachers should circulate and monitor students and never on a cell phone or congregating. If there is a physical altercation on the playground, cameras will be checked for teacher monitoring.

**Cafeteria:** Stand still and designate an area of interest for each person. More circulation means backs

are turned away from students. Cell phones are not permitted.

**Restroom:** Teachers are to be with students in the hall while they are using the restroom as a class. Responsible student monitors should be chosen. All stalls should be checked before and after a classroom is finished.

**Hallway:** all arrival and dismissal personnel are expected to be at their appointed area on time and attentive to students' behavior, demeanor, and support hallway expectations

**Passing Periods:** Teachers should be visible at doors monitoring hallway and classroom as students enter.

**Hall Passes:** All students must have a pass with them if they are out of the classroom. Students will be sent back without a pass. Middle school students must have the "Middle School Hall Pass" at all times. If they do not have the correct pass, they will be sent back to obtain the appropriate pass.

## FRONT OFFICE

All visitors whether professional, previous teachers, biological children, spouses etc., must be alerted to the heads of school prior to the visit. If they were invited, the Heads of School must know beforehand.

All challenging or becoming challenging parent or student conversations must be directed to a private office. Nothing negative is to be handled in the front office or hallways.

Teachers/staff should not stand around for lengthy periods of time in the front office. Administrative assistants have many other duties that they must complete.

## LESSON PLANS

Two weeks of lesson plans must be uploaded to your lesson plan folder on Google Docs or Whetstone Grow by end of day Friday.

Lesson plans must include the following:

- Daily lesson plans for word work/study, teacher directed reading instruction, interactive read aloud, 6+1 Traits Writing, guided reading, math, science, and social studies.
- Alignment to Indiana Academic College and Career Ready Standards and Edison School of the Arts, Inc. pacing guides.
- Lesson objectives
- Guided reading plans that show student groups based on data, materials, focus strategy and/or skills.
- Differentiation, accommodations, and materials.
- Arts teacher s daily lesson plans must include the following: grade level, standards(s), objectives, lesson focus, description of teaching procedures, and materials required.

## GRADING SCALE

### Starting with the Why:

- Due to the new racial equity policy that IPS/Edison has adopted, we want to make sure that our actions align with what we said we would do to promote racial equity and expand opportunities for all of our students.
- After analyzing our district's attendance data, on-track data, and graduation rates, our (IPS) data shows that we are significantly behind the state on these metrics and there are glaring achievement gaps between black students and other demographic groups.
- We need to ensure our grading policy reinforces student performance and not student compliance/behavior.
- We need to know how students are doing consistently so we can intervene early and often.

### Part 1 of the Policy: The No-Zero Policy

The following would be Edison's grading scale:

Edison's Grading Scale	
A	100-90
B	89-80
C	79-70
D	69-60
F	59-50
Lowest F	50

**Rationale:** There is a 10-point spread for each grade, from 100 down to 50.

The scale stops at 50. This is the equivalent of a 0. You can't get a lower grade.

Several students fail courses for compliance reasons. Students miss work and teachers will assign zeros.

If a student has accumulated zeros and if classwork/homework is equally weighted in the gradebook, a student's chance to pass a course or stay on track is extremely diminished.

Implementing a no zero policy gives students opportunity to improve their grade and the grade can be more reflective of mastery vs. compliance.

You must have a MINIMUM of a C average to apply to most colleges and/or universities.

### Part 2 of the Policy: Gradebook Weights and Expectations:

Category	Percentage	Frequency
<b>Formative Assessments:</b> classwork, bell ringers, discussions, quizzes, labs, etc.	55%	Approximately 3 per week
<b>Homework</b>	10%	Approximately 2-3 times per week
<b>Class Citizenships:</b> participation, preparation, SEL work, etc.	5%	Daily
<b>Summative Assessments:</b> Interim assessments, benchmarks, unit exams, performance tasks, essays and summative projects	30%	Minimum 2 per quarter

- All teachers must utilize the weighting categories as specified above.
- All teachers must enter grades in the electronic gradebook in PowerSchool weekly.
- If students do not submit work or fail an assignment/assessment, teachers may enter the percentage of 50 for the "lowest F".

- Minimum number of 5 grade entries per week.
- Grading that takes more time (projects, major assignments, and assessments, teachers will have up to one week to enter assignments).
- Students should be given opportunities to make up their work if they failed to submit it on time: work can be varied, and late work can be subject to penalty including “lowest F”.
- Teachers must update their electronic gradebook weekly. All teachers must adhere to the lowest zero at all times.

## **PARENT/GUARDIAN COMMUNICATION**

Contacting parents is essential and expected for both positive and challenging behaviors. Parent communication must be documented in Powerschool.

Teachers are responsible for contacting parents or guardians when students have a D or F.

When a parent complains to the heads of school, the heads of school will:

- Take the call and document everything the parent says.
- Forward the documentation to the teacher via email.
  - Teacher must respond to the parent and copy the administrator on the email or report the outcome of the phone call or contact.

All parent phone calls or emails must be returned within 24 hours of initial contact.

## **APPROPRIATE EMPLOYEE - STUDENT COMMUNICATIONS**

Edison recognizes the important relationship/trust/bond between many students and their teachers. We also acknowledge wanting to keep lines of communication open and support students who may be struggling personally or academically. However, there is an absolute expectation that the relationship remains professional in nature.

Teachers must:

- Set boundaries/expectations at the beginning of the school year
- Only engage in communications that would pass the TAP (transparent, accessible, and professional) test.
  - Edison encourages limiting communications to matters within the scope of the employee’s professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests for an employee with an extracurricular duty, matters relating to the extracurricular activity).
  - The employee does not have a right to privacy with respect to communications with students and parents.
- Keep all communication within appropriate hours (6am - 8pm)

Staff are NOT obligated to give their personal cell phone numbers to students or families. All staff are encouraged to limit their electronic communication to Edison-approved platforms and/or programs. If you choose to share your number, and are at any time uncomfortable with the communication (content or frequency) received from a student, feel free to reply via email and copy the student s parent/guardian instead of texting a response.

Factors that may be considered in assessing whether the communication is inappropriate include, but are not limited to: (i) the nature, purpose, timing, and amount of the communication (ii) the subject matter of the communication (iii) whether the communication was made openly, or the educator attempted to conceal the communication (iv) whether the communication could be reasonably interpreted as soliciting sexual contact or a romantic relationship (v) whether the communication was sexually explicit and (vi) whether the communication involved discussion(s) of the physical or sexual attractiveness or the sexual history, activities, or fantasies of either the educator or the student.

## STUDENT ATTENDANCE

**Chronic Absenteeism:** When a student has missed 10% or more of current school days

### Attendance Secretary Responsibilities:

#### Daily:

- Attendance secretary will call guardian of each absent student each day
  - Notes from conversation will be documented in PowerSchool
- Secretary sends out list of absent students to staff to help identify attendance errors
- Collects and enters any doctor's notes
- Runs weekly report on Chronic Absent report and sends out to counselor/social worker/admin

After 5 unexcused absences:

- Attendance secretary will send out letter to student's guardian

After 10 unexcused absences:

- Attendance secretary will send out additional letter to student's guardian

After 15 unexcused absences:

- Attendance secretary will send out final letter to student's guardian

### Teacher Expectations (per Edison Handbook)

- Teachers are responsible for contacting parents and guardians regarding student attendance.
  - After 3 unexcused consecutive absences, teachers are expected to contact the parent/guardian.
  - After 5 unexcused consecutive absences, and parent/guardian contact, teachers must also email the school counselor/social worker and copy the principal informing them of absences.
  - After 10 unexcused consecutive absences, the teacher must attempt contact again and notify the school counselor and administration. The school counselor/social worker may complete a home visit. The school counselor will serve legal notice to parents/guardians when applicable.
  - *Teacher will leave a comment in PowerSchool when contacts are made.*
- Current lesson plans and student work must be available in case of absences. In the event of an emergency, please have a set of emergency sub plans and student work packets prepared.

### Counselor/Social Worker Expectations

- Reviews Chronic Absent Report weekly
- Communicates with families of concern, takes notes, updates teachers, files DCS when necessary
- Plans and coordinates attendance incentives for the school
- Collaborates with teacher on attendance concerns—reaches out to students who teachers have entered on attendance concern list in Daily Updates
- Creates attendance Tier 2 incentives as needed for designated students

### When DCS Will be Filed Due to Attendance Concerns


- Students must have 10 or more unexcused absences AND proof of an adverse academic impact (D's or F's) due to the attendance concerns. If the attendance does not impact their academics, the counselor/sw will not file on DCS

**New DCS policy:** <https://www.in.gov/dcs/files/Educational-Neglect-Presentation.pdf>

- Per DCS protocol: "Child needs to have at least 10 unexcused absences AND there is a significant adverse impact to academic progress (e.g. significant drop in grades, in jeopardy of retention). Consider whether the

school has made reasonable efforts to address the issue with the parents (e.g. mailed letters, attempted phone calls, home visits).”

**Educational Neglect Update:**



## Current Educational Neglect Definition

A child age 5 or 6 is currently or was previously enrolled in school, and the parent is now refusing to allow or failing to support the child in attending school or receiving homeschooling.

- Consider number of unexcused absences in the current year
- Attempts to engage parents/response


A child is age 7–12 and there is unreasonable delay, refusal, or failure on the part of the caregiver to seek, obtain, and/or maintain education for the child.

- Consider number of unexcused absences in the current year
- Attempts to engage parents/response

A child is age 13 or older, enrolled in school, and not attending to the extent that educational neglect is present.

- 10 unexcused absences
- Caregiver is aware
- Indications that a caregiver refuses or is unable to support the child in attending

[www.in.gov/dcs](http://www.in.gov/dcs)



**IPS Unexcused vs. Excused Absences State Guidelines:**

If it is not listed in the excused absence list below- it is considered an unexcused absence.

**EXCUSED ABSENCES:**

- Documented illness or emergency
- Health care and social services appointments
- Pages in Indiana General Assembly
- Death in the immediate family
- Religious instruction commitments
- Subpoena as a witness in a judicial proceeding
- Participation in Election Day activities
- Active Duty in the Indiana
- National Guard
- Detention in Juvenile or Criminal Justice System

## **FIELD TRIPS**

A field trip request form must be completed and given to core leadership team for approval. Once approval is given from the core leadership team, the information will go to the arts coordinator for completion. Arts coordinator will order bus and school lunches if needed.

Teachers are responsible for communicating, tracking, and collecting money from students. All field trip money is due one week prior to the field trip to administrative assistant.

A field trip OPT-OUT form will be sent home 48 hours before a field trip. This form will be initiated by the Arts Coordinator.

## **SCHOOL-WIDE POSITIVE INCENTIVES**

Cool cat cash is used to recognize positive student behaviors. All teachers must integrate this into their classroom management plans. Students should be encouraged to leave the money at school. Teachers can develop a management system of student money in their classrooms. Teachers will sign up for the cool cat cash store where students can spend their money.

Elementary classrooms can earn Bravos as other staff recognize your class for exceptional behavior. Each class can earn a Bravo for perfect attendance. Bravos should be posted outside the classroom. Each month a certain number of Bravos will earn a prize for the entire class.

## **STAFF WORK DAY**

All teachers report to work at 7:10 AM and may leave at 2:40 PM Monday, Tuesday, Thursday, and Friday. Wednesday is early release day for students. The instructional day begins at 7:15 AM and dismissal will begin at 2:15. On Wednesdays, students are dismissed at 1:45. Staff are expected to stay for staff meetings and/or professional development until 3:30 PM every Wednesday. These are expected to be attended and are considered part of the regular work day and not a professional courtesy. Staff attendance policy will apply to absences. On select early release days, staff will receive in-service trainings on all necessary and pertinent topics such as, but not limited to, recognizing child abuse or neglect, safety drills, etc. Staff will document training through Safe Schools and staff training acknowledgment forms. During e-learning they hours are 8:10-3:30, if we are not 100% virtual it will be 7:10-2:30 (M, T, TH, F) and 7:10-3:30 on Wednesdays.

## **GUEST TEACHERS**

Executive Director and Principal of Edison School of the Arts *must* be notified of any absence or late arrive via text or phone call no later than 1 hour before the workday begins.

All classroom teachers must have a subtab that is current including class list, transportation, schedule, pullout list, emergency procedures and seating charts.

## **GRADING**

Gradebooks must be kept current weekly and also reflect current grades and any missing assignments. All grades should reflect a student's performance in class and should be backed by the teachers with accurate supporting documentation. A is exceptional, B is above average, C is average, D is below average, and F is well below average. Letter grades must align with their true performance.

## **STUDENT BEHAVIOR AND DISCIPLINE**

Students are expected to follow the school expectations that are set forth. Adults are always in charge.

If a student is misbehaving and the classroom teacher has exhausted all efforts including a time in a buddy room, contact the office to let the administrative assistant know that a student needs to be removed or text administration. No student should be sent to GLC without notifying the GLC room and/or a pass. If a student needs to be removed or escorted, GLC will radio the BAF to go and assist.

When a student is sent to the BAF, then the teacher has handed consequences over to core leadership. It is most likely that the student will be sent back to the classroom after a period of time depending on the level of infraction.

Every time a student is sent to GLC, the BAF will record the incident on a document as well as place the incident in PowerSchool given the information that was provided. The BAF will notify all "need to know" staff of a student suspension. The administrative assistant will mark the student suspended in the attendance system.

Suspension is a circumstantial punishment and is not uniform or a general basic consequence for a specific action. Suspension is at the discretion of administration and is not taken lightly.



The Core Leadership Team, school counselors and/or BAC have the right to search student lockers and materials in the locker at any time. Locker searches are conducted with two people at all times. A student may be asked to empty their pockets and/or shoes. If any type of further search is needed to ensure safety of students and staff, or the student is refusing to cooperate, IPS Police will be called to assist in conducting the search and parents/guardians will be notified.

## **SPECIAL EDUCATION/504'S/MTSS**

Full compliance of IEP's, 504's, BIPS (behavior intervention plans) is expected from all staff members. Special education teachers are responsible for getting a copy of a student's IEP to the necessary staff members. The counselor(s)/ and/or social worker are responsible for ensuring staff are aware of students that have a 504. If there are any questions regarding the student's needs, the teacher is expected to ask for assistance.

If there are students who have academic, social or behavior concerns, a teacher is encouraged to make a referral to MTSS (multi-tiered systems of support). A team will meet with the teacher to discuss the student's strengths and challenges to develop an intervention plan. The teacher is then responsible for implementing the intervention plan with fidelity and collecting data. The team will then meet 4-6 weeks later to check progress of student. The intervention plan can continue or be modified. At that point it is possible that the student may be referred for testing with parent approval.

## **ESKENAZI MENTAL HEALTH SERVICES**

Additional counseling services are offered through a contracted agency called Eskenazi Health. If you have a student who you feel needs counseling services or support, a referral form must be completed. The parent also must be aware and in support of the referral. Parents may also request that their student be seen by Eskenazi. Turn the completed form into the school counselor/ social worker.

## **FACILITIES**

Classrooms should be clean, neat, and organized at all times. Student desks/tables need to be kept clean and organized. Student organization is a skill that is taught and expected from the teacher. Students should not have food or drink in the classroom with the exception being regular water (not flavored).

Any food in the classroom must be cleaned up and put in the trash can or taken to the dumpster. Small and large pieces of paper or trash must be picked up off the floor prior to students leaving. The custodians are not expected to pick up pieces of trash off the floors. Chairs should be placed on top of the desk and tables at the end of each day. Be sure all windows and doors are closed and locked before leaving. The building is to remain locked with exterior doors closed and locked at all times. Students are never allowed to let any adults into the building. Exterior doors are NEVER, under any circumstances, to be left propped open.

## **SAFETY DRILLS**

Different types of safety drills will be practiced every month. All staff members are to have the tornado and fire safety routes in their rooms and hung by the door at all times. Class lists should also be posted at the door. During any emergency, the class list must be taken out with you. Follow the exit routes posted in classrooms. Students should be silent when exiting the classrooms.

Radio carriers will monitor and check building to ensure it is secure. Staff will be notified when it is safe to return to normal. Please read and be familiar with the school safety plan and procedures.

## **REIMBURSEMENT AND PURCHASE POLICIES**

Edison School of the Arts reimburses employees for all necessary and pre-approved work-related expenses incurred. Examples of reimbursable purchases may include, but are not limited to:

- Art supplies
- Classroom supplies
- Books

Employees who incur work-related expenses are required to submit those expenses for reimbursement as follows:

1. Employees must demonstrate approval prior to or after making the purchase by providing
  - a. An email exchange between the employee and either the Executive Director or Principal outlining the purchase and purpose and approval
  - b. A completed reimbursement form signed by the Executive Director or Principal
2. The employee must submit appropriate supporting documentation such as original receipts, for all work-related expenses for which they are seeking reimbursement.
3. Employees are expected to submit reimbursement requests for approval as soon as practicable, no later than 30 days after the expense is incurred.
4. Reimbursements will be issued no later than 10 days following submission.

When at all possible, it is preferred that employees submit requests for needed purchases to the Executive Director or Principal along with the link to the item, and the item will then be purchased by the Director of Operations.

## EMPLOYEE ACKNOWLEDGEMENT FORM

The employee handbook describes important information about Edison School of the Arts, and I understand that I should consult the Human Resources Department at HCC regarding any questions not answered in the handbook.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the handbook may occur. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the chief executive officer ("CEO") of Edison School of the Arts has the ability to adopt any revisions to the policies in this handbook, or to enter into a contract of employment on behalf of Edison School of the Arts.

Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it. I also understand that my employment with Edison School of the Arts is "at-will" and may be terminated at any time by either myself or Edison School of the Arts without prior notice and with or without cause, absent an employment agreement signed by the CEO of Edison School of the Arts.

**I further understand that it is my responsibility to familiarize myself with all information in the handbook, including but not limited to, the EEO/Harassment/ADA policies, the leave policies, the business communications policy, and the Drug-Free Workplace Policy, and if there are parts of it I don't understand, I am responsible to discuss it with my supervisor or Human Resources at HCC.**

EMPLOYEE S NAME (printed):

EMPLOYEE S SIGNATURE:

DATE:

# Coversheet

## Advancement Report

**Section:** VI. Advancement Committee  
**Item:** A. Advancement Report  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** Advancement Report January 2024.pdf



### **Parent Engagement**

#### [Parent Events](#)

PLT meeting: was 1/7/2024

Parent Meeting:1/10/2024

### **Parent Advisory Committee**

#### [Google Form-Parent Questionnaire](#)

### **Community Engagement with:**

**Josten Yearbook**- planned 2024 yearbook

**Indianapolis Zoo** - Renewed special for families to purchase an annual Zoo membership that includes the entire family for \$25.

**Jay Napoleon**, Community Leader

**Elanco** Partner Meeting

**John Stewart**, **Elanco** executive

**Westside Community Advisory Panel** met to

Discuss engagement in the community

### **Communication**

#### [Edison's Sunday at 6](#)

### **Advancement**

#### [Grants Link](#)