

# Milan Community School Corporation



## CLASSIFIED EMPLOYEE

## HANDBOOK

Revised October 2020

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## **I. DEFINITIONS**

1. The Milan Community School Corporation shall be referred to in this handbook as the 'Corporation.'
2. The Board of School Trustees shall be referred to as the 'Board.'
3. Classified employees shall be defined as all personnel employed by the Milan Community School Corporation who do not hold certification issued by the Indiana Department of Education as a condition of employment.

## **II. GENERAL**

### **A. HANDBOOK PURPOSE**

1. The purpose of this handbook is to consolidate in one document all policies, procedures, and practices that govern the pay, benefits, and working conditions of classified employees. As such, the Classified Employees Handbook supersedes any other documents that address the topics contained herein and is the sole source of all benefits offered to classified employees.

### **B. NON-DISCRIMINATION**

1. Milan Community School Corporation does not discriminate on the basis of race, color, national origin, sex, age, or disability in admission to its programs, services, or activities, in access to them, in treatment of individuals, or in any aspect of their operations. Milan Community School Corporation's Career and Technical Education department does not discriminate in enrollment or access to any of the programs available in the Career and Technical Education program. The lack of English language skills shall not be a barrier to admission or participation in the activities and programs. The Milan Community School Corporation also does not discriminate in its hiring or employment practices.
2. This notice is provided as required by Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990. Questions, complaints, or requests for additional information regarding these laws may be forwarded to the building principals at each school, or the corporation office at 412 E. Carr St., Milan, Indiana, 47031, telephone 812-654-2365.

### **C. AT-WILL EMPLOYMENT FOR CLASSIFIED STAFF**

1. The Corporation is an at-will employer, and employment with the Corporation is strictly at-will, terminable by the Corporation at any time, and at its sole discretion, with no advance notice.

Only the Board, upon the recommendation of the Superintendent, has the authority to modify this policy. Furthermore, no policies, procedures, customs and/or statements, whether written or oral, shall constitute a modification of this express condition of employment.

2. Nothing contained in this handbook should be relied upon to establish any specific promises concerning continuation of employment, nor should this handbook be considered a contract.

#### **D. EMPLOYMENT PROCEDURES**

1. Persons desiring to be employed by the Corporation in a classified capacity shall file an application at the superintendent's office.
2. Building principals or supervisors shall screen candidates having filed applications for classified personnel vacancies and shall make recommendations for employment to the superintendent. Screening of prospective employees may include oral and/or written inquiries, recommendations from past employers, and a careful analysis of qualifications required for the work to be performed. The superintendent shall then recommend employment of classified personnel to the Board.
3. The superintendent shall determine the job classification of all classified personnel. In determining the classifications, the superintendent shall take into consideration established policy, years of successful experience, principal and/or supervisor recommendation, job responsibilities, and the potential of all prospective employees to perform quality work.
4. Transfers may be made at the request of the employee or upon the initiative of the superintendent or other supervisory personnel for any reason which, in the judgment of the superintendent, shall serve the best interests of the employee and/or the Corporation.
5. The Board shall require physical examinations and health tests as prescribed by Indiana Code. Except where otherwise noted, all costs for any examinations or tests shall be paid by the employee.
6. All new employees are required to submit to an expanded criminal background check. The Corporation shall bear the cost of this check. Additional background checks may be required during the course of employment.

#### **E. EMPLOYEE CLASSIFICATIONS**

1. All classified employees shall be grouped into one of eleven classes as follows:
  - 1 Director of Operations (vacant)
  - 2 Corporation Treasurer
  - 3 Corporation Secretary

- 4 Maintenance Supervisor
- 5a. Custodian/Maintenance HS/MS 2<sup>nd</sup> shift
- 5b. Custodian
- 6 School Secretary, Secretary-Treasurer
- 7 School Nurse
- 8 Instructional Aide, Bus Aide
- 9 Cafeteria Employee
- 10 Bus Driver
- 11 School Resource Officer
- 12 SEL Coordinator

#### **F. JOB DESCRIPTIONS**

1. Job descriptions for each employee classification are found in Appendix B.

#### **G. SALARIED VS. HOURLY EMPLOYEES**

1. Class 1 through Class 4 and Class 11 employees are salaried. They are not eligible for overtime or compensatory time and are expected to work the hours necessary to meet the requirements of their position.
2. Class 5 through Class 9 employees are hourly. They are eligible for overtime or compensatory time, as outlined in this handbook.
3. Class 10 employees are paid by the route, except as otherwise noted in this handbook.

#### **H. FULL-TIME VS. PART-TIME EMPLOYEES**

1. For purposes of this handbook, the term full-time refers to employees who are regularly scheduled to work at least 30 hours per week.
2. Part-time refers to employees who work fewer than 30 hours per week.

#### **I. WORK SCHEDULES AND HOURS**

1. The annual/daily work schedule for each employee shall be established in writing by the employee's immediate administrator/supervisor and shall be given to the employee. Such schedule is subject to change by action of the administrator/supervisor or superintendent.
2. Starting and ending times shall be established in writing by the immediate administrator/supervisor or the superintendent.

## **J. TIME SHEETS**

1. Employees in Class 5 through Class 9 are required to keep a time sheet that will be submitted to the building principal or assistant superintendent on a bi-weekly basis.
2. Time sheets are to be completed on a daily basis by the employee at the end of the work shift.
3. Employees are required to record days used for vacation, personal business, sick leave, or bereavement. Bereavement days must be notated with the employee's relationship to the deceased. These days must be authorized by the building principal or the assistant superintendent.

## **K. MEAL PERIOD**

1. Every full-time classified employee is entitled to 30 minutes each day to eat. The meal period should be uninterrupted except in emergencies.
2. The meal period is unpaid time.

## **L. WAGES AND PAY LEVELS**

1. Classified employees shall be paid according to the Classified Employee Pay Schedule found in Appendix A.

2. There are five levels of pay, defined by years of effective or highly effective service:

Level 1	First 2 years of satisfactory service in class
Level 2	After 2 years of satisfactory service in class
Level 3	After 5 years of satisfactory service in class
Level 4	After 10 years of satisfactory service in class
Level 5	After 15 years of satisfactory service in class
Level 6	After 20 years of satisfactory service in class

3. A year in which an employee is rated improvement necessary or ineffective is not satisfactory and shall not be counted toward advancement on the pay schedule.
4. Satisfactory employees shall be advanced to the next level at the beginning of each school year.
5. Unpaid leaves of absence do not count toward time in level. Date of hire shall be adjusted to account for such unpaid leaves.
6. Employees transferring from one class to another shall normally be placed on Level 1, unless in the judgment of the superintendent, the employee has sufficient experience in the job requirements of the new position to justify placement on Level 2.

## **M. OVERTIME**

1. Overtime is computed at time and one-half of the hourly rate of the employee for time actually worked over 40 hours per week. Holidays and other paid time off do not count toward the 40-hour threshold.
2. Except in emergencies, all overtime must be approved in advance by the cafeteria manager, maintenance director, building principal, director of operations, or the superintendent. Overtime not pre-approved will not be considered authorized and therefore not compensated.
3. Class 6 employees will be compensated for overtime with compensatory time at the rate of one and one-half hours for every hour of overtime worked. Where possible, compensatory time should be taken during the week in which it was earned, but in no case not later than June 30 of the same school year. If an employee is called in after having gone home for the day, or is called in on a non-workday, he/she shall be compensated monetarily in the next regular payroll.
4. Classes 5, 7, 8, and 9 employees shall be compensated monetarily in their next regular payroll following the overtime date.

## **N. PAYMENT OF SALARIES OR WAGES**

1. Salaries or wages shall be paid every two weeks on Friday.
2. Employees who work only during the school year have the option to have their wages spread out year round over 26 pay periods. Adjustments for overpayments or underpayments shall be made on the final check of the year.
3. All salaries and wages shall be paid by direct deposit.

## **O. EVALUATIONS**

1. All classified employees shall be evaluated at least once annually.
2. Evaluations shall be conducted by immediate supervisors, building principals, the assistant superintendent, or the superintendent.
3. Evaluators shall rate each employee in one of four categories: highly effective, effective, improvement necessary, or ineffective.
4. Employees must sign their evaluation at the time it is reviewed with them. A signature indicates receipt, not agreement. Employees have the right to submit a rebuttal to their evaluation within five work days, a copy of which shall be filed with the evaluation.



5. A single rating of ineffective or two consecutive ratings of improvement necessary shall be grounds for termination.

**P. SUBSTITUTES AND TEMPORARY PERSONNEL**

1. Substitutes and temporary personnel may be hired on a day-to-day basis, as needed.
2. Substitutes for Class 4 employees shall be paid \$2/hr. above the rate of a Class 5 employee. All other substitutes and temporary personnel shall be paid the salary or hourly wage of a Level 1 employee as shown on the Classified Employee Pay Schedule.
3. Substitutes and temporary personnel are not eligible for benefits.

**Q. SCHOOL CLOSINGS AND DELAYS**

1. Class 1 through Class 5 employees are required to report to work at their regular time when school is closed or delayed due to inclement weather or an emergency if the weather conditions no longer pose a threat to the employee's safety in traveling to work.
2. If Class 1 through Class 5 employees are unable to report for work, they shall be charged one day's vacation.
3. When there is a delay, Class 6 employees are normally expected to report to work if and when it is safe to do so. If unable to report to work on time, they may use any accumulated compensatory time to cover the difference for pay purposes. When school is closed, supervisor permission is required to come to work. A missed day shall not be counted as one of the 215 days in the Class 6 work year.
4. Class 7 through Class 10 employees shall not report to work when school is closed. The missed day shall be rescheduled. In the case of a delay, they shall report to work in accordance with the announced delay and record the actual hours worked on their time sheets, if applicable.
5. Sick days may not be used to cover a lost day.

**R. WORKERS' COMPENSATION**

1. Workers' compensation insurance is provided for all employees for loss of work due to injury on the job.
2. Any on-the-job injury, regardless of how minor it might seem at the time, must be recorded on an Accident Report Form and submitted to the Central Office within 24 hours of the incident.

**S. UNEMPLOYMENT INSURANCE**

1. Classified employees are considered to have retained their position from one year to the next unless notified to the contrary by the last day of the school year. Therefore, no employee is eligible to file for unemployment without a specific written notice of lay-off or termination.

2. Employees who file for unemployment when not previously notified that they are losing their position shall be deemed to have given notice of their intent not to return, and, as at-will employees, shall be replaced.

### **III. LEAVES**

After an employee has satisfactorily performed all work required for 30 days, then the employee will earn the following benefits:

#### **A. SICK LEAVE**

1. Sick leave may be used only for actual personal illness or quarantine or for the care of a sick member of the employee's household. It is not to be used for routine doctor's appointments or physicals.
2. Full-time employees shall be granted eight days of sick leave per year. Part time employees will not receive sick days.
3. Full-time employees may use sick leave on a whole-day or half-day basis.
4. Full-time employees may accumulate 90 sick days.
5. A doctor's statement may be required for successive days of absence or any extended illness.
6. Any personnel returning to work after a surgical procedure must submit a doctor's release form to the Central Office.

#### **B. HOLIDAYS**

1. The following ten holidays are observed by the Milan Community Schools:

- New Year's Eve
- New Year's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday following Thanksgiving
- Christmas Eve
- Christmas Day

2. Holidays falling on a weekend shall be observed on the nearest weekday.
3. Class 1 through Class 6 employees (260-day employees) shall be paid for these days.

### **C. VACATION DAYS**

1. Class 1 through Class 5 employees (260-day employees) earn vacation days according to the following steps:

Step 1 (after 6 months of satisfactory service):	5 days
Step 2 (after one year, Years 1 through 5 of satisfactory service):	10 days
Step 3 (Years 6 through 15 of satisfactory service):	15 days
Step 4 (After 15 years of satisfactory service):	20 days

2. For vacation schedule purposes, the year begins on July 1 and is based on full years.

3. Up to five days of unused vacation may be carried over into the following year.

4. A year in which an employee does not receive a satisfactory evaluation does not count toward advancement on the vacation schedule.

5. Employees transferring from a class without vacation days shall begin on Step 2 if they have at least five years of satisfactory service with the corporation.

6. Level 1 employees may not take vacation in advance of earning it. Employees on Levels 2 through 5 may use 50 per cent of their vacation days each year before earning them.

7. Vacation days may be used in whole-day or half-day increments.

8. Vacation day requests must be approved in advance by the employee's supervisor based on the staffing needs of the Corporation.

### **D. PERSONAL BUSINESS LEAVE**

1. Class 6, Class 7, Class 8, Class 11, and full-time Class 9 employees shall be granted two days of personal business leave per year for the transaction of personal business or civic affairs that cannot be scheduled outside the employee's regular work day.

2. Part-time Class 9 employees and Class 10 employees shall be granted one day of personal business leave per year for the transaction of personal business or civic affairs that cannot be scheduled outside the regular work day.

3. Full-time employees may use personal business leave on a whole-day or half-day basis.

4. Personal business leave requests must be submitted at least three days in advance to the building principal and must state the reason for the request.

5. Class 1 through Class 6 employees may use a vacation day, compensatory time, or a non-work day for the conduct of personal business on a regularly scheduled work day.

#### **E. BEREAVEMENT LEAVE**

1. All full-time classified employees shall be entitled to five calendar days' absence in the case of death in the immediate family. The immediate family is defined as father, mother, brother, sister, wife, husband, child, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandchildren, step-brother, step-sister, step-children or any other relative who at the time of death was living as a member of the household of the employee. Full-time employees are entitled to two calendar days' absence in the case of death of an extended family member, defined as an uncle, aunt, niece, nephew, or first cousin.
2. Part-time employees shall be entitled to three days' absence in the case of death in the immediate family and one day for an extended family member.
3. Bereavement leave normally begins on the day of death or the day after and must be completed within five calendar days. Bereavement leave does not have an annual limit.

#### **F. JURY DUTY**

1. Employees will not be penalized when they are subpoenaed to appear for matters related to the Corporation or to serve on a jury.
2. Employees shall be paid the difference between their regular pay and the stipend they receive while on jury duty.

#### **G. MATERNITY LEAVE**

1. An employee who is pregnant may request a leave of absence for a period of up to six months. She shall notify the superintendent's office at least 30 days prior to the date on which she wishes to start the leave. All or part of a leave taken by an employee because of a temporary disability caused by pregnancy, may be charged, at her discretion, to her available sick leave. However, the employee is not entitled to take her accumulated sick leave days when the employee's physician certifies that she is capable of performing her regular duties. An employee may use up to 30 days of accumulated sick leave during the six weeks following the birth as part of her maternity leave unless a physician certifies that she is unable to return to work after six weeks, in which case she may continue to use accumulated sick leave, as needed.
2. Such notice to the superintendent shall include a letter from the employee's physician certifying her pregnancy and the anticipated date of birth. The statement from the physician shall also include certification of the employee's ability to perform the requirements of the position during the period prior to the beginning date of the leave.
3. In case of a medical emergency caused by the pregnancy, the 30-day prior notice may be waived.

4. All maternity leave requests must be approved by the Board.

#### **H. FAMILY MEDICAL LEAVE ACT**

1. Employees shall have the right to both the appropriate family and medical leave and the appropriate designated benefits provide by the Family and Medical Leave Act (FMLA).

2. The Corporation may require the employee to verify and/or certify any information that an employer may require under the FMLA, and it may further elect any option available to it under the law for any leave or benefit for which an employee qualifies under the FMLA , but for which the employee is not entitled under the specific language of this handbook.

3. For recordkeeping purposes, the 12-month period for FMLA shall be measured forward from the date any employee's first FMLA leave begins.

4. If an employee who is on an approved leave wishes to continue health, vision, or other insurance coverage during the period when there is no compensation, it shall be the responsibility of the employee to make arrangements in advance with the corporation treasurer to continue such insurance at the individual's expense. Failure to make and follow through with such advance arrangements shall result in the employee being dropped from the group plan. An employer is required to maintain health insurance coverage for an employee on FMLA leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work.

#### **I. LEAVE WITHOUT PAY**

1. Leaves or days off without pay are normally not authorized.

2. Under very special circumstances, the superintendent may approve time off without pay.

## **IV. FRINGE BENEFITS**

### **A. HEALTH INSURANCE**

1. For Class 1, Class 2, and Class 3 employees, the Board shall pay for 90 per cent of a family or single plan C, not to exceed the maximum specified under Indiana law.
2. For Class 4 through Class 7 employees, the Board shall pay for 65 percent of a family plan C and 85 percent of a single plan C, not to exceed the maximum specified under Indiana law.
3. For Class 8, full-time Class 9, and Class 10 employees, the Board will pay \$6,200 toward the cost of a family plan and \$3,200 annually toward the cost of a single plan.
4. Insurance premiums become the responsibility of the employee when the employee is granted a leave of absence without pay.

### **B. VISION INSURANCE**

1. All employees may purchase vision insurance through a group plan with payroll deduction.
2. The Board shall pay for the cost of the plan for Class 1, Class 2, and Class 3 employees.

### **C. LIFE INSURANCE**

1. Class 1, Class 2, and Class 3 employees shall receive \$60,000 in group term life insurance at Board expense.
2. Class 4 through Class 10 employees shall receive \$50,000 in group term life insurance at Board expense.

### **D. DISABILITY INSURANCE**

1. All employees may purchase disability insurance through a group plan with payroll deduction.

### **E. CANCER INSURANCE**

1. All employees may purchase cancer insurance through a group plan with payroll deduction.

### **F. DENTAL INSURANCE**

1. All employees may purchase dental insurance through a group plan with payroll deduction.

**G. PUBLIC EMPLOYEES RETIREMENT FUND**

1. All Class 1 through Class 9 full-time employees are eligible for enrollment in the Public Employees Retirement Fund (PERF).
2. The Board shall contribute the employee's three per cent share to PERF.

**H. ANNUITY**

1. The Board will match up to three per cent for an annuity established by an employee with an approved company.

**I. SICK DAY INCENTIVE PLAN**

1. Full-time employees who have between five and eight sick days remaining at the end of a work year shall receive \$50 for each unused day. There is no payment for fewer than five days. Payment shall be made only into an annuity.
2. The sick day incentive plan does not reduce the employee's sick leave balance.

**J. SPECIAL CLASS 10 BENEFITS**

1. The Board shall pay for the cost of a bus driver's CDL physical, not to exceed \$100.
2. The Board shall pay each bus driver who parks his/her bus at home \$150 annually.
3. The Board shall reimburse new bus drivers \$100 of the cost of their CDL road test after six months of satisfactory employment with the Corporation.



## **V. SEPARATION FROM EMPLOYMENT**

### **A. REDUCTION IN FORCE**

1. In the event it becomes necessary to reduce the number of classified employees as a result of the lack of work, funds, or to derive greater efficiency, it shall be at the discretion of the building principal, the assistant superintendent, or the superintendent to decide which employee will be released from service after reviewing the employee's performance, record, and abilities as a whole.

### **B. TERMINATION**

1. Employment with the Milan Community School Corporation is on an 'at will' basis, and may be terminated by the employee or the Milan Community School Corporation at any time. The Board may terminate an employee for any reason that is not arbitrary or capricious.

### **C. RESIGNATION**

1. In the case of voluntary separation, either by the employee or by the authority of the superintendent, at least two weeks' written notice shall be given. If, in the opinion of the superintendent, the continued presence of the employee on the premises will be detrimental to the best interest of the school corporation, employment may be terminated immediately upon notice. A resignation becomes effective upon written submission to the superintendent.

### **D. RETIREMENT**

1. A classified employee may retire from service with the Milan Community School Corporation in accordance with procedures and regulations established by the superintendent and the Board of School Trustees.

2. At least one month's notice shall be given. Failure to do so may result in forfeiture of payments due upon separation.

3. A retirement becomes effective upon written submission to the superintendent.

**APPENDIX A**  
**CLASSIFIED EMPLOYEE PAY SCHEDULE**

<i>Class</i>	<i>Days</i>	<i>Hours</i>	<i>Level 1</i>	<i>Level 2</i>	<i>Level 3</i>	<i>Level 4</i>	<i>Level 5</i>	<i>Level 6</i>
1	260	--	50,377	52,312	54,288	56,368	58,552	60,777
2	260	--	44,912	46,594	48,339	50,156	52,046	54,011
3	260	--	37,912	39,312	40,768	42,282	43,857	45,489
4	260	--	46,412	48,152	49,962	51,844	53,801	55,836
5a	260	8	29,952 (14.40)	31,033 (14.92)	32,156 (15.46)	33,321 (16.02)	34,548 (16.61)	35,796 (17.21)
5b	260	8	25,792 (12.40)	26,707 (12.84)	27,664 (13.30)	28,662 (13.78)	29,681 (14.27)	30,742 (14.78)
6 <sup>a</sup>	215	8	24,338 (14.15)	25,215 (14.66)	26,126 (15.19)	27,072 (15.74)	28,070 (16.32)	29,085 (16.91)
7 <sup>b</sup>	185	7	26,094 (20.15)	27,065 (20.90)	28,075 (21.68)	29,124 (22.49)	30,212 (23.33)	31,339 (24.20)
8 <sup>c</sup>	180	7	14,994 (11.90)	15,523 (12.32)	16,077 (12.76)	16,644 (13.21)	17,236 (13.68)	17,854 (14.17)
9 <sup>d</sup>	180	3-7	xxxxx (12.40)	xxxxx (12.84)	xxxxx (13.30)	xxxxx (13.78)	xxxxx (14.27)	xxxxx (14.78)
10 <sup>e</sup>	180	2-3	13,860 (xxxxx)					
11	220	8	51,000 (xxxxx)					
12	220	8	53,000 (xxxxx)					
13*	185	7	32,375 (xxxxx)					
	*Grant Funded							

- a. Secretary who manages substitutes receives an additional \$2,000 stipend.
- b. RNs receive an additional \$2/hr.
- c. Instructional aides receive an additional \$1/hr. for a B.A., or an additional \$2/hr. for teacher certification.
- d. Head cooks receive an additional \$1/hr. Cafeteria managers receive an additional \$2/hr. Food Service Director will receive an additional \$2/hr. over the manager salary.
- e. Bus drivers are paid by route length (next page).
- f. Years of experience may be considered for starting levels at the administrator's discretion.

**Levels:**

- 1 First 2 years of satisfactory employment in class
- 2 After 2 years of satisfactory employment in class
- 3 After 5 years of satisfactory employment in class
- 4 After 10 years of satisfactory employment in class
- 5 After 15 years of satisfactory employment in class
- 6 After 20 years of satisfactory employment in class

**Classes:**

- 1 Director of Operations
- 2 Corporation Treasurer
- 3 Corporation Secretary
- 4 Maintenance Supervisor
- 5a Custodian/Maintenance
- 5b Custodian
- 6 School Secretary, Secretary-Treasurer
- 7 School Nurse
- 8 Instructional Aide, Bus Aide
- 9 Cafeteria Employee/Cafeteria Manager/Food Service Director
- 10 Bus Driver
- 11 School Resource Officer
- 12 Social Emotional Learning Director/Coordinator
- 13\* Social Emotional Learning Coordinator  
\*Grant Funded

**CLASS 10 PAY RATES (BUS DRIVERS):**

CDL School Bus Driver Route	\$77/day, plus \$.75/mile (mileage adjusted in August and January)
Special Needs Van Driver	\$75.25/day
Career Center Driver	\$55/day
Field Trip Driver	\$15/hour (minimum pay of two hours) (add \$10 if field trip is on a non-school day)
Meeting Pay	\$20/hour (minimum pay of one hour)