

IC 20-21-4

Chapter 4. Personnel System

IC 20-21-4-1

Applicability of state personnel and state merit employment provisions

Sec. 1. Except as provided in this chapter, IC 4-15-1.8 and IC 4-15-2 apply to the employees of the school.

As added by P.L.1-2005, SEC.5.

IC 20-21-4-2

Hiring personnel

Sec. 2. The executive shall hire directly for those positions as approved by the state personnel department and the board any candidate the executive considers qualified to fill a position at the school. The state personnel department, in collaboration with the board, shall annually develop a list of job classifications for positions at the school for which the executive may fill a vacancy by hiring a candidate for the position based on a search for qualified candidates outside the state personnel hiring list.

As added by P.L.1-2005, SEC.5. Amended by P.L.218-2005, SEC.60.

IC 20-21-4-3

Salary schedules; terms of contracts and hours of work for teachers

Sec. 3. (a) The board shall prescribe, subject to the approval of the state personnel department and the budget agency, a salary schedule for the school, using a daily rate of pay for each teacher that must be equal to that of the largest school corporation in the county in which the school is located.

(b) The board shall prescribe the terms of the annual contract awarded to licensed teachers qualifying for payment under the salary schedule as described in subsection (a).

(c) The hours of work for all teachers shall be set in accordance with IC 4-15-2.

(d) Each teacher accrues vacation leave and holidays in accordance with the vacation leave and holiday policy of the largest school corporation in the county in which the school is located. A teacher is not eligible for additional vacation leave or holidays set for state employees under IC 1-1-9 or IC 4-15 or rules adopted to implement these statutes.

As added by P.L.1-2005, SEC.5. Amended by P.L.229-2011, SEC.168.

IC 20-21-4-4

Employee wage payment arrangements

Sec. 4. (a) Notwithstanding IC 22-2-5-2, the school and:

- (1) an employee if there is no representative described under subdivision (2) or (3) for that employee;
- (2) the exclusive representative of its certificated employees

with respect to those employees; or
(3) a labor organization representing its noncertificated employees with respect to those employees;
may agree in writing to a wage payment arrangement.

(b) A wage payment arrangement under subsection (a) may provide that compensation earned during a school year may be paid:

(1) using equal installments or any other method; and

(2) over:

(A) all or part of that school year; or

(B) any other period that begins not earlier than the first day of that school year and ends not later than thirteen (13) months after the wage payment arrangement period begins.

Such an arrangement may provide that compensation earned in a calendar year is paid in the next calendar year, so long as all the compensation is paid within the thirteen (13) month period beginning with the first day of the school year.

(c) A wage payment arrangement under subsection (a) must be structured in such a manner so that it is not considered:

(1) a nonqualified deferred compensation plan for purposes of Section 409A of the Internal Revenue Code; or

(2) deferred compensation for purposes of Section 457(f) of the Internal Revenue Code.

(d) Absent an agreement under subsection (a), the school remains subject to IC 22-2-5-1.

(e) Wage payments required under a wage payment arrangement entered into under subsection (a) are enforceable under IC 22-2-5-2.

(f) If an employee leaves employment for any reason, either permanently or temporarily, the amount due the employee under IC 22-2-5-1 and IC 22-2-9-2 is the total amount of the wages earned and unpaid.

(g) Employment with the school may not be conditioned upon the acceptance of a wage payment arrangement under subsection (a).

(h) An employee may revoke a wage payment arrangement under subsection (a) at the beginning of each school year.

As added by P.L.41-2009, SEC.4.