

MADISON AREA EDUCATIONAL SPECIAL SERVICES UNIT
OFFICE OF THE EXECUTIVE DIRECTOR
702 ELM STREET
MADISON, IN 47250
TELEPHONE: (812)265-3448

GENERAL REGULATIONS AND POLICIES FOR:

LESS THAN TWELVE-MONTH INSTRUCTIONAL ASSISTANT

I. GENERAL:

A. EMPLOYMENT STATUS:

All noncertified employees are at-will employees. Their employment can be terminated with or without cause at any time. No other representative of the Madison Area Educational Special Services Unit has any authority to enter into any agreement for employment for any specified period of time.

B. NONDISCRIMINATION CLAUSE:

It is the policy of the Madison Area Educational Special Services Unit not to discriminate on the basis of race, color, religion, sex, national origin, disability, or age, in its programs or employment policies as required by the Indiana Civil Rights Act (I.C. 1971, 22-9-1); Public Law 218 (I.C. 1971, Title 20); Titles VI and VII (Civil Rights Act 1964); the equal Pay Act of 1973; Title IX (1972 Education Amendments); Public Law 101-457 and Public Law 93-112, Section 504.

C. CALENDAR AND DAILY WORK REQUIREMENTS:

The annual/daily work schedule for each employee shall be established by the immediate supervisor on the Payroll Change Authorization (PCA) form, and distributed to the employee. Such schedule is subject to change by action of the employee's immediate supervisor(s) on the PCA. Employee will be paid time and a half for any approved hours worked over forty.

D. BENEFITS PRORATED:

Employee benefits are generally based on a full-time employee status for a full year of employment. When a staff member will not be working a full year, the benefits are prorated accordingly.

E. CLOSINGS/DELAYED STARTS:

The following guidelines regarding school closings/delays shall be followed:

1. In the event school is canceled prior to the scheduled work time, the employee shall not receive compensation for such absence. The employee shall be compensated in full at such time as the canceled day is made up.
2. In the event school is delayed and the employee reports to work on a delayed start, the employee shall be compensated for actual time worked.
3. In the event school is canceled during the normal work schedule through no fault of the employee, said employee shall be compensated for actual time worked.

F. OVERTIME:

Overtime compensation shall be calculated at 1 ½ times the employee's hourly rate for all hours worked over forty hours during a work week.

G. SALARY INCREASES:

All increases in salary will be effective at the start of the school year. Employees will be paid overtime for all hours worked over forty (40) hours per week.

II. FRINGE BENEFITS

The health and life insurance programs listed here are available only to those employees who work the minimum hours per week required by each company. Employees hired after 7/1/08 will not receive all benefits.

A. MEDICAL INSURANCE:

Employees hired after 7/1/08 will not receive this benefit.

The Board shall pay a portion of the cost of the single or family benefit premium of each employee participating in the Insurance Program. The participating employee shall pay all premium amounts exceeding the Board's share.

B. LIFE AND DEPENDENT INSURANCE:

Employees hired after 7/1/08 will not receive these benefits.

Employees who wish to participate will be provided term life insurance in the amount of Twenty Thousand Dollars (\$20,000.00), with a like amount of Accidental Death and Dismemberment coverage. A minimal payment of one dollar (\$1.00) shall be made by the participant. Dependent life will be in the amount defined in the company's schedule of benefits. This is at the employee's expense.

C. WORKER'S COMPENSATION:

All employees are provided coverage under a Worker's Compensation Plan. Provisions and requirements for this program are regulated by the State of Indiana.

In the event an injury occurs during the employee's course of employment, the employee must notify their immediate supervisor immediately. Although the injury may appear to be minor, any type of injury should be reported as it could result in a claim. If an injury is not reported and an accident report is not filed with the Office Manager or designee within twenty-four hours, the provision of this plan may not apply.

D. SICK LEAVE:

Full-time employees hired after 7/1/08 will receive three (3) sick days per year. Sick leave is credited to each full-time hourly employee at the rate of one (1) day for each full three months of employment. Days will be credited at the beginning of each three month period during the first year of employment and at the beginning of the school year thereafter. Refer to the salary schedule for definition of what constitutes a full year of employment. If the employee has worked enough days to qualify for a year of experience, they will be granted their days at the beginning of the following school year. If they do not have enough days to qualify for a year of experience, they will continue to get one day for each three month period until the next school year.

Full-time employees hired before 7/1/08 will be credited with one (1) sick day for each full month of employment. Days will be credited at the beginning of each month during the first year of employment and at the beginning of the school year thereafter. Refer to the salary schedule for definition of what constitutes a full year of employment. If the employee has worked enough days to qualify for a year of experience, they will be granted their days at the beginning of the following

school year. If they do not have enough days to qualify for a year of experience, they will continue to get one day per month until the next school year.

Unused sick leave days shall accumulate to a total of 90 days.

An employee securing summer employment shall not be eligible to use any benefit days having accrued during the employee's regularly assigned work period.

Sick leave may be taken in one-half (1/2) day units.

E. SICK LEAVE DUE TO ILLNESS OF FAMILY MEMBER:

Employees hired after 7/1/08 will not receive this benefit.

Each full-time employee may use up to a maximum of five (5) days of the annual sick leave allotment for illness in the immediate family. "Immediate family", for purposes of this provision, shall include only, by blood or marriage, parents, siblings, spouse, children, grandparents, grandchildren, and any other person residing as a member of the employee's household at the time of the illness. At the sole discretion of the Executive Director, up to five (5) additional days may be granted from the annual sick leave allotment for this purpose.

Sick leave may be taken in one-half (1/2) day units.

F. PERSONAL LEAVE:

Employees hired after 7/1/08 will not receive this benefit.

All full-time employees shall be credited with three (3) days of personal leave with pay at the beginning of each school year.

1. Except in unusual circumstances, use of the third (3rd) day in any school year shall be requested not less than forty-eight (48) hours in advance of the intended day of absence.
2. Use of the third (3rd) day of such leave shall neither immediately precede nor immediately follow a school recess or vacation period which results in an extension of such period; provided however, that this provision shall not prohibit legitimate use of such days at said time. Personal leave is not intended to be used as vacation days.
3. If in any one school year the employee may be absent for reasons covered in this provision for fewer than three (3) days, the remaining days shall be transferred to the employee's accumulated sick leave.
4. Personal leave may be taken in one-half (1/2) day units.

G. BEREAVEMENT LEAVE:

Death in Immediate Family:

In the case of death in the immediate family of an employee, the full-time employee is entitled to be absent without loss of compensation for a period extending not more than five (5) consecutive work days within twenty (20) calendar days.

1. "Immediate family" is interpreted as including by blood or by marriage only grandparent, grandchild, parent, child, sibling, niece, nephew, or any other person residing as a member of the employee's household at the time of death.

Death in Family:

1. In the case of the death of an uncle, aunt, or a first cousin not living in the household of the employee, the employee is entitled to be absent one (1) day without loss of compensation to attend the last burial rites of the stated family member.

2. School holidays falling in this period shall be counted as calendar days.

H. PROFESSIONAL LEAVE:

Employee will receive full pay while attending meetings that the Executive Director believes will help in the employee's professional development and will contribute to the Unit's growth.

I. JURY DUTY:

When required, an employee may serve on jury duty. The SSU will pay the employee the difference between jury duty pay and their regular pay so that no loss in earnings will be experienced. At the request of the employee's immediate supervisor, the employee shall request to be excused from jury duty.

To receive jury duty pay differential, employees must substantiate such service in written form and have the Executive Director's approval.

J. DISABILITY LEAVE:

A temporary disability leave of absence shall be granted to employees of the Special Services Unit on the following basis:

1. Application of Provisions

- a. This provision shall apply to leave in all cases where an employee is unable to perform their duties because of a disability substantial in nature or duration, including major surgery, pregnancy, childbirth, illness, or injury.
- b. In case of a temporary disability caused by pregnancy, said employee is entitled to a leave of absence any time between the commencement of her pregnancy and one (1) year following the birth of the child, provided said employee submits with the timely notice as provided herein, a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn, whichever is applicable. If said employee elects to utilize her sick leave under the provisions of Paragraph 3 (c) herein, and said sick leave is exhausted during her temporary disability caused by pregnancy, said employee may be absent without pay subject to all other provisions contained herein.

2. Notification

After determination that such leave is imminent, the employee shall give timely notice to the Office of the Executive Director, in writing, of the anticipated date the employee wishes to commence said leave of absence and anticipated date of return.

3. General Provisions Covering Said Leaves Are As Follows:

- a. The Board reserves the right to require a written statement from the employee's physician attesting to the employee's ability to return to employment and resume the full schedule of the duties and responsibilities of the position and assignments.
- b. If said employee desires to continue their duty assignment prior to the commencement of said leave, such notice must include a written statement from a physician attesting to the employee's ability to continue performing the full schedule of the duties and responsibilities of the position and assignments. The employee will be permitted to continue on full active duty until such date, provided they do perform the full duties and responsibilities of their position and assignments and provide from time to time upon request of the Board, additional certification from the physician of their full ability to continue performing the full schedule of the duties and responsibilities of the position and assignments.

- c. Said employee may use his/her accumulated sick leave during the period of temporary physical disability provided a physician's statement and certification of physical disability is submitted to the Office of the Executive Director for any said temporary disability absence of more than ten (10) consecutive days. While on said leave, sick leave days will be paid only for the number of assigned duty days the employee is absent which occur during the current term of employment, and only for which a physician certifies said employee to be physically disabled due to the reason for the leave, limited to the extent of the number of sick leave days accumulated by the employee at the time said leave commences. The employee will not be required to use personal days while on approved leave.
- d. In all cases the Board reserves the right to require an examination by a physician(s) other than the employee's regular physician, selected by the employee subject to prior Board approval, to determine the employee's fitness to, (1) continue performing the full schedule of the duties and responsibilities of the position and assignments and/or (2) to return to employment and resume the full performance of the duties and responsibilities to which they may be assigned. The cost of such examination shall be borne by the Board.
- e. The granting of said leave by the Board shall not prevent the Board from serving notice to said employee that said employee's employment will not be continued.
- f. Except as is provided in Paragraph 1 (b) herein, no leave under this provision shall be granted for a period exceeding one (1) year.

K. LEAVE OF ABSENCE:

- 1. A leave of absence, without pay or benefits, may be requested by the employee for a period of up to one (1) year. Such leave may be granted for such purposes as teacher education training, student teaching, disability leave, family illness leave, paternity leave, child rearing or adoptive leave. A letter requesting such leave must include medical or court documentation before such request will be considered.
- 2. Prior to the expiration of such leave, the employee shall give written notice to the Office of the Executive Director of their intent to return to employment.

L. INSURANCE WHILE ON LEAVE:

Employees hired after 7/1/08 will not receive this benefit.

If allowed by the insurance carrier, a full-time employee on a Disability Leave (Section J), or a Leave of Absence (Section K) may choose to continue in the Madison Area Educational Special Services Unit (SSU) insurance programs provided the employee remits the full, total premium to the SSU Business Office prior to the date due each month.

M. MILITARY LEAVE

Military leave without pay shall be granted to an employee when called to active military service of the United States.

An employee returning to work within 30 days from the date of separation from military service will be assigned to their former job or put on a new job as nearly like the old job as possible.

Failure to report for work within 30 days following separation shall constitute a resignation and all employment rights will be waived.

N. FAMILY MEDICAL LEAVE ACT:

Employees shall have the right to both the appropriate family and medical leave and the appropriate designated benefits provided by the Family Medical Leave Act (FMLA). Such leave(s), if applicable, shall be taken concurrently. The Madison Area Educational Special Services Unit may require the employee to verify and/or certify any information which an employer may require under the FMLA, and it may further elect any option available to it under the Act for any leave or benefit for which an employee qualifies for under the FMLA.

For record keeping purposes, the twelve (12) month period for FMLA shall be measured forward from the date any employee's first FMLA leave begins.

O. PUBLIC EMPLOYEES' RETIREMENT FUND:

All full-time employees shall become members of the Public Employees' Retirement Fund (PERF). An employee shall contribute the required percentage of his/her annual salary to the PERF program.

P. MILEAGE:

Reimbursement for authorized travel shall be at the per mile rate allowed by the Internal Revenue Service (IRS).

Q. I.R.S. SECTION 125:

Employees shall be afforded the opportunity to participate in the Section 125 flexible benefit plan.

R. RETIREMENT:

Employees hired after 7/1/08 will not receive this benefit.

Retirement pay shall be provided to a retiring employee according to the following requirements and provisions:

The employee shall receive \$40.00 for each year of service to the Special Services Unit plus \$40.00 per day for each day of unused accumulated sick leave. To qualify for this additional retirement pay, all of the following requirements must be met:

1. Must have completed not less than 20 years of service to the Special Services Unit.
2. Age 55 by July of the year of retirement.
3. Permanent retirement must be evidenced either through personal affidavit or by application for retirement benefits made to the Public Employees' Retirement Fund.
4. A letter must have been submitted by May 1 of the year of retirement to the Office of the Executive Director notifying that Office of intended retirement, provided, however, that said notification date may be waived by the Board in case of retirement due to the employee's disability. The Board may require medical certification by a physician to substantiate such claim of disability.
5. The payment will be part of the employee's last check based upon the years of service and accumulated sick leave as of the last day of the last school year of employment.
6. Except as provided in number four above, retirements shall begin only at the end of the school year.
7. Upon the death of a retiring employee who has established eligibility for said retirement pay by complying with all requirements and provisions herein above stated, said pay to which the employee may be entitled will be paid to such employee's estate.

S. HEALTH CLUB MEMBERSHIP:

All employees shall be offered the opportunity to purchase a health club membership through Fit For The King at their own expense through payroll deduction.

APPROVED 2/3/2021