

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

GENERAL REGULATIONS AND POLICIES FOR:

ADMINISTRATIVE PERSONNEL

I. GENERAL:

A. **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.

B. **CALENDAR AND DAILY WORK REQUIREMENTS:**

The annual/daily work schedule for each administrator shall be established by the Executive Director and, where applicable, the local superintendent, and distributed to the administrator. Such schedule is subject to change by action of the administrator's immediate supervisor(s).

C. **CREDIT FOR PREVIOUS EXPERIENCE:**

Upon initial employment, less than twelve month administrators may be given credit on the salary schedule for previous experience in their respective field in an amount determined by the Executive Director.

D. **INCREMENTAL REQUIREMENTS:**

Less than twelve month administrators will be granted a year's experience on July 1, provided he/she has worked at least one-hundred twenty (120) days in the previous period (July 1 through June 30) in the employment of Madison Area Educational Special Services Unit.

E. **BENEFITS PRORATED:**

Employee benefits are based on a full-time employee status for a full year of employment. Full year means not less than 120 days during the school year. When an employee will not be working a full year, the benefits are prorated accordingly.

F. **SALARY INCREASES:**

All increases in salary will be effective on July 1 of each year. For less than twelve month administrative personnel, the salary increase shall be effective on the first contract day.

G. **CLOSING/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 as if the employee had worked the normal work schedule.

3. In the event school is canceled during the normal work schedule through no fault of the employee, said employee shall be compensated as if the employee had worked the normal work schedule.
4. This provision does not apply to Central Office administrative staff.

II. FRINGE BENEFITS

The health, life, and long term disability insurance programs listed here are available only to those employees who work the minimum hours per week required by each company.

A. MEDICAL INSURANCE:

When more than one family member is an employee of SSU and both are eligible for medical insurance, the family may select two single or one family plan.

The Board shall pay the cost of the single or family benefit premium (at the certified Board share rate) of each full time administrator participating in the Insurance Program. A payment of only one dollar (\$1.00) shall be made by the participant. Part time administrator insurance benefits mirror the master contract. Insurance benefits for Special Education Coordinator positions mirror the master contract.

B. LIFE INSURANCE:

Administrators who wish to participate will be provided term life insurance in the amount of Fifty Thousand Dollars (\$50,000.00), with a like amount of Accidental Death and Dismemberment coverage. Dependent life, if desired, will be in the amount of \$5,000 spouse/\$2,500 each child over six months defined in the company's schedule of benefits. A payment of at least one dollar (\$1.00) for each shall be made by the participant.

C. LONG TERM DISABILITY INSURANCE:

The SSU shall adopt an insurance program that provides for Long Term Disability. A payment of at least one dollar (\$1.00) shall be made by the participant. Part time administrator insurance benefits mirror the master contract.

D. WORKER'S COMPENSATION:

All administrators are provided coverage under a Worker's Compensation Plan. The purpose of the plan is to provide medical care and limited income to the administrator in the event of a job-related injury.

In the event an injury occurs during the administrator's course of employment, the administrator 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.

E. LEAVE:

Leave time shall be provided as outlined in the Master Contract between the Board of Directors and the Teacher's Union for less than twelve month administrators. Twelve month administrators will have sick and personal leave time as outlined below.

F. SICK LEAVE:

Each employee shall receive one sick day per month, congruent with the length of their contract on the first day of the contract year for which the administrator may be absent for personal illness, personal medical or dental appointments, or quarantine without loss of compensation.

1. Each employee may use up to a maximum of fifteen (15) days of the annual sick leave allotment for illness in the immediate family. "Immediate Family", for purpose 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.
2. Unused sick leave days shall accumulate from year to year to a total of 195 days.
3. Sick Leave may be taken in one-half (1/2) day units.

G. PERSONAL LEAVE:

All administrators shall be credited with three (3) days of absence per school year without loss of pay for the transaction of personal business and/or the conduct of personal and/or civic affairs which cannot be scheduled outside of regular school hours.

1. Except in unusual circumstances, use of the third (3rd) day in any contract 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.
3. If in any one contract 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.

H. 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, spouse, 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.

I. 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.

J. 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.

K. COURT LEAVE:

Court leave with pay shall be granted to administrators for the time necessary to make employer-approved appearance(s) in any court proceeding resulting from activities relating to the administrator's employment with SSU.

L. DISABILITY LEAVE:

A temporary disability leave of absence shall be granted to employees of this 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 and/or vacation 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.

M. LEAVE OF ABSENCE:

- 1. A leave of absence, without pay or benefits, may be granted to an 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.
- 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.

N. INSURANCE WHILE ON LEAVE:

If allowed by the insurance carrier, a full-time employee on a leave may choose to continue in the Madison Area Educational Special Services Unit (SSU) insurance programs. During such time the Board shall pay the cost of the benefit premium they were paying immediately preceding the leave. A payment of at least one dollar (\$1.00) shall be made by the participant.

O. 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.

P. 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.

Q. MILEAGE:

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

R. I.R.S. SECTION 125:

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

S. VACATION PAY:

VACATION DAYS ARE GRANTED ONLY TO TWELVE MONTH ADMINISTRATORS

1. Vacation days are granted as follows:
 - a. Date of employment through June 30th – prorated to a maximum of ten (10)
 - b. July 1 of the first year following the date of employment through June 30 of the fifth year of employment – ten (10)
 - c. Upon signing of sixth administrative contract – fifteen (15)
2. Vacation days may be increased at the discretion of the Board of Directors of the SSU.
3. July 1st shall be designated as the beginning date of the “vacation” year and each eligible administrator shall be granted vacation days earned as of that date.
4. Vacation days are to be taken at a time agreeable to, and approved IN ADVANCE, by the Executive Director.
5. Accrued vacation credit should be taken during the vacation year due. Vacation days can only be carried forward to the following year upon approval of the Executive Director.
6. Administrators leaving SSU who have unused vacation days will be paid at their daily rate for them up to the number of days credited.

T. INDIANA STATE TEACHER’S RETIREMENT FUND/PUBLIC EMPLOYEES’ RETIREMENT FUND:

All certified administrators shall become members of the Indiana State Teacher’s Retirement Fund (ISTRF). All non-certified administrators shall become members of the Public Employees’ Retirement Fund (PERF). The Board shall contribute for said administrator the required percentage of his/her annual salary.

U. RETIREMENT:

1. The administrator must have at least fifteen (15) years teaching and/or administrative experience in the SSU. Effective August, 2007, the administrator must have at least ten (10) years administrative experience in the SSU.
2. The administrator may elect to retire from the SSU at the age of fifty-five (55) or thereafter. If an administrator’s fifty-fifth (55th) birthday falls during a school year, that administrator may elect to retire at the beginning of that contract year with a pro-rated share of the annual amount.
3. Retirement of Supervisors/Directors must commence at the end of the contract year.
4. The amount of money the SSU shall pay each year to such a living early retiree shall be an amount equal to the premium of a single Medical Insurance Plan (minus \$1.00 per year) until the administrator has reached the age for eligibility for Medicare subject to the provisions of the insurance carrier. A retiree may purchase family insurance coverage by paying the difference between the single and family premiums. This article applies only to full time administrators.
5. If allowed by the insurance carrier, the administrator may continue under any of the group insurance plans offered by the Corporation during the period the administrator’s early retirement compensation (sub-section 4) is received.

6. Said administrator shall notify the Office of the Executive Director of intent to retire not later than March 1 in the year of retirement; provided however, that said notification date may be waived in case of retirement due to disability.
7. If rehired, an administrator who elected to retire under this option shall not be eligible to receive any retirement benefits a second time.
8. Retirement pay shall be calculated according to amounts outlined in the Master Contract between the Board of Directors and the Teacher's Union.

V. INTERIM SOCIAL SECURITY BRIDGE/SUPPLEMENTAL RETIREMENT PLAN:

These provisions shall be mirrored per the Master Contract.

W. HOLIDAY PAY:

Twelve-month employees shall be granted paid holidays in accordance with the Board adopted Office Calendar.

1. If a listed holiday falls on a Saturday, the holiday will be taken on the preceding Friday. If a listed holiday falls on a Sunday, the holiday will be taken on the following Monday.
2. Should the school calendar be so structured that school is in session on any of the established holidays, the employee shall work the day and be granted the day at a later date convenient to the operation of school.
3. Should the employee be on vacation during an established holiday(s), the day(s) shall not be charged as a vacation day(s).

X. 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 8/1/12