



# SOUTHERN LEHIGH SCHOOL DISTRICT

5775 Main Street  
Center Valley, Pennsylvania 18034

## SALARY & BENEFIT POLICY FOR SPECIAL EDUCATION SUPPORT

2013-2016

# SPECIAL EDUCATION SUPPORT SALARY & BENEFIT POLICY

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# SPECIAL EDUCATION SUPPORT SALARY & BENEFIT POLICY

## I. DURATION OF POLICY

This Policy shall become effective September 1, 2013, and remain in full force and effect through August 31, 2016.

## II. COVERED CLASSIFICATIONS

Behavior Specialist

## III. HOURS OF WORK

The work week for all Special Education Support employees will begin at 12:00 am Sunday and end at 11:59 pm Saturday.

Normal hours of work will match the teacher's schedule in the building to which the Behavior Specialist is assigned.

Any Behavior Specialist(s) required to work beyond the regularly scheduled school year of 191 days shall be compensated at a per diem rate for up to 10 days, or more if by mutual agreement. The additional days are to be scheduled by the district/appropriate supervisor. All other terms and conditions of employment are defined by the Policy.

## IV. COMPLAINT PROCEDURE

Recognizing that reconciliation and disposition of complaints is in the best interests of the school children and the general public whom both employer and Behavior Specialists serve, all complaints which may arise out of the interpretation of the provisions of this policy and the conditions of work specified herein shall be resolved as expeditiously as possible in accordance with the following procedure.

**Step 1.** Any Behavior Specialist initiating a complaint shall present such complaint to the Director of Special Education or his/her designee within ten (10) school business days of the alleged problem or occurrence. The Director of Special Education shall present the Behavior Specialist with an answer to the concern within ten (10) working days.

**Step 2.** If the Behavior Specialist is not satisfied with the answer, they may

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reduce the complaint to writing and submit it to the Director of Special Education within ten (10) days of the initial answer. The Director of Special Education or his/her designee shall reply in writing to the Behavior Specialist within ten (10) school business days after receipt of the written complaint.

**Step 3.** If the complaint is not resolved by Step 2 to the satisfaction of the Behavior Specialist, the Behavior Specialist may request a meeting with the Superintendent and/or his/her designated representative within ten (10) school business days following the written reply. The Superintendent and/or his/her designated representative shall meet with the complainant and provide a written answer to the Behavior Specialist within (10) school business days after the meeting.

**Step 4.** If the complaint is not resolved by Step 3 to the satisfaction of the Behavior Specialist, the complaint may be referred to the Board of Education at its first regular meeting occurring ten (10) school business days or more following the Superintendent's written reply upon written request of the complainant. The Board of Education shall provide a written reply to the Behavior Specialist within ten (10) school business days following the meeting at which the complaint has been referred.

Extensions to the time periods above may be mutually agreed upon.

### V. (Reserved)

### VI. WAGES/ SALARIES

An increase of 2% will be administered to all Behavior Specialists effective September 1, 2013.

The substitute rate for this position shall be the same as that paid for a daily teaching substitute.

Full-time employees who have worked thirty years in the District shall receive a one-time stipend of \$1000. The stipend shall be paid immediately after attaining the years of service as required.

### VII. PAID TIME OFF

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Paid time off (excepting sick leave), especially those days requested before and after a holiday, must be pre-approved by Supervision **via the employee portal.**

Under no circumstances may an employee exceed 100% of regular pay while using accrued paid time off.

**For purposes of this policy, an active employee is an employee who is not on an unpaid leave of absence, workers compensation, or disability.**

### **(a) Assault**

**A professional employee shall not lose any sick leave days or salary for a period up to twenty working days because of an injury resulting from an unprovoked assault on a professional employee while in the classroom or on an assigned duty. The District will make whole an employee's salary for any compensation not made up by workman's compensation. Said employee will not make more than one hundred percent of their normal salary during that twenty-day period. A doctor's certificate may be required at the discretion of the superintendent or his/her designee.**

### **(b) (Reserved)**

### **(c) Personal Days**

Each **active** employee **working 25 hours or more per week** is entitled to two (2) personal days without loss of pay during each school year. If unused, such days shall be cumulative from year to year. No more than five (5) days may be taken in any contract year. Requests for more than one (1) personal day are to be submitted to the employee's supervisor **for approval via the employee portal** at least 24 hours prior to said personal days.

Employees beginning employment during the course of the school year will initially have these days pro-rated.

### **(d) Emergency Days**

Each **active** employee **working 25 hours or more per week may** be eligible for **up to** two (2) emergency days without loss of salary. For the purpose of this clause, the day will begin at 8:00 PM preceding the work day for which the emergency day is being used.

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An emergency day is a day upon which some unforeseen happening occurs which calls for immediate actions such as, but not limited to, (a) immediate family illness requiring hospitalization or doctor's care, (b) accidents occurring either personally or within the immediate family, (c) fire, (d) flood or any other unforeseen happening which can be construed as an emergency. Immediate family is defined, for the purposes of (a) and (b) of this paragraph as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, grandchild, grandparent, near relative who resides in the same household, or any person with whom the person has made his/her home. As emergencies cannot be predicted prior to their occurrence, it shall be the responsibility of the employee making the request to forward the request for the emergency day's leave to the district superintendent via the employee portal within five (5) working days for approval, including an explanation of the circumstances surrounding the request.

### **(e) Sick Leave Policy**

Each active employee working 25 hours or more per week shall receive ten (10) sick days per school year to be used for either personal or family illness. If not used these days will accumulate and may be used for personal illness in successive years. These days will be pro-rated for those commencing employment during the school year.

For purposes of this section, "family" shall be defined as follows: father, mother, husband, wife, son, daughter, near relative who resides in the same household, or any person with whom the person has made his/her home.

On no occasion shall a Behavior Specialist be eligible, while on workers compensation leave status, to collect a combination of daily workers compensation payment and daily sick leave pay totaling more than 100% of their regular daily pay.

The employer may require a doctor's excuse at any time for sick leave absences.

On the third day of absence, an employee must contact the Human Resources Administrator by telephone at 610-282-3121 x5215 or leave him/her a message.

The use of five (5) consecutive sick leave days will automatically require submission of a doctor's excuse to return to work.

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### (f) Bereavement / Funeral Leave

Whenever an active employee who is regularly scheduled to work 25 hours or more per week shall be absent from duty because of a death in the immediate family of the employee, there shall be no deduction in the wages of the employee for an absence not in excess of five (5) consecutive work days to arrange, to attend, and/or to travel to funeral or memorial services within a period of ten (10) days of the death. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, grandmother, grandfather, grandchild, near relative who resides in the same household, or any person with whom the employee was living at the time of death.

Whenever an active employee who is regularly scheduled to work 25 hours or more per week shall be absent from duty because of death of a near relative of said employee, there shall be no deduction in the wages of said employee for an absence not to exceed two (2) consecutive work days to arrange, to attend and/or to travel to funeral or memorial services within a period of ten (10) days of the death. A near relative shall be defined as first cousin, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law or sister-in-law.

Employees may be required to submit documentation for these incidents for payroll documentation purposes.

### VIII. UNPAID TIME OFF

#### Childrearing Leave

The Employer shall grant unpaid Childrearing Leave to any employee regularly scheduled to work 25 hours or more per week in accordance with the provisions of the Equal Employment Opportunity Act of 1972 and the Civil Rights Act of 1964, as amended, and other applicable state and federal laws and/or regulations. A verifying physician's statement shall be required by the Employer and must be attached to the employee's written request for childrearing leave. The Employer, at its expense, will provide the employee on Childrearing Leave, subject to the approval and limitations of the insurance carriers, continued coverage of term life and medical insurance benefits through the end of the month during which childbearing disability ends.

The Employer shall grant unpaid Childrearing Leave to any employee for up to six

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(6) months. Childrearing Leave shall commence on the day following the end of the disability related to the pregnancy period or, in the case of adoption, on the day of adoption. The Employer will, subject to the approval and limitations of the carrier, maintain the employee on childrearing leave in the insurance groups for term life insurance and medical insurances provided that the employee remits to the Business Office the amount of the billing for the employee's coverage within thirty (30) days of receipt of said bill. This coverage does not include vision care reimbursement benefits. Billings shall be sent quarterly. Failure to remit such payments in a timely fashion may result in loss of coverage.

The employee shall notify the Superintendent, in writing, of their intention to return to work. In case of childbirth such notification must be submitted immediately upon release to return to work by the physician. In case of adoption the employee must notify the Superintendent, in writing, of their intention to return to work within sixty (60) days from the date of adoption.

### **IX. INSURANCES**

All benefits in each category of this section will be paid according to the terms of the insurance contract in force at the time of the claim.

#### **(a) Life Insurance**

Employees **regularly scheduled to work 25 hours or more per week** shall be insured with a death benefit of \$50,000 with \$50,000 additional accidental death and dismemberment protection without cost to the employees.

If an employee is over age 70 on the effective date of his insurance, the amount of life insurance and the accidental death and dismemberment insurance for such employee shall be 50% of the amount for which he would otherwise be eligible in accordance with this schedule.

For an employee under age 70, the amount of life insurance and the accidental death and dismemberment insurance shall be reduced by 50% upon attainment of his 70th birthday.

#### **(b) Health Insurance**

For each employee **regularly scheduled to work 25 hours or more per week**, the

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Employer shall offer a benefit package including hospitalization, medical-surgical, major medical, dental, and prescription drug coverage, subject to the applicable employee premium contribution provision below. Employees and their eligible dependents (as defined in the current plans) may be covered.

The major medical plan shall have unlimited coverage with a disappearing co-insurance provision at \$2,000, and a \$250/\$500 deductible.

Election of any change in dependent coverage shall be made in writing during the District's open enrollment period each year, or within thirty (30) days of any qualifying event. Payments shall be made through payroll deductions each month.

At the Board's discretion, a managed care plan may replace the current indemnity program as the primary plan provided to the employees.

### **(c) Dental**

The Employer shall offer a dental plan to employees and their dependents.

### **(d) Disability Insurance**

Employees regularly scheduled to work 25 hours or more per week who become sick and disabled, or who become disabled as a result of an accident during the term of this Agreement shall, beginning with the thirty-first (31st) day of disability as defined in the insurance plan selected by the Employer or the cessation of accumulated sick leave, which occurs later, be entitled to the sum of sixty per cent (60%) of their monthly salary up to a maximum of \$2,000 per month while totally disabled, with a maximum benefit period in accordance with the plan document.

The above coverage shall be subject to the limitations of the insurance policy chosen by the Board of Education.

### **(e) Vision Program**

The Employer shall make available a vision care program which provides coverage for active employees regularly scheduled to work 25 hours or more per week only (expenses for dependents are not covered). An employee may be reimbursed up to \$390.00 over the term of this Policy for an examination by a licensed vision care practitioner or for a change of frames or lenses. Reimbursement shall be

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made subsequent to the submission to the Business Office of a detailed, paid receipt for the eligible expenses.

Once an employee has been reimbursed a total of \$390.00 for the costs of exams, glasses, and/or frames, the employee shall not be entitled to any additional reimbursement for such purchases for the balance of the term of this Policy. In order to be reimbursed for vision care, all receipts must be turned in to the Business Office while actively employed, and no later than one year from the date of vision care.

### (f) Prescription Plan

Employees participating in the medical plan shall be eligible to participate in the prescription drug program, which shall contain a \$30.00 brand name / \$5.00 generic point of service co-pay, and a \$60.00 brand name / \$10.00 generic mail order co-pay for the period from September 1, 2013 through August 31, 2016.

### (g) Employee Contribution To Benefit Premiums

For the period from September 1, 2013 through August 31, 2016, employees electing coverage shall be required to contribute toward that coverage on a monthly basis as follows:

<u>Single coverage</u>	<u>Dependent coverage</u>
\$16.00	\$50.00

## X. SEVERANCE

Employees regularly scheduled to work 25 hours or more per week will receive severance pay in the amount of \$30.00 per day for all unused sick days subject to the following conditions:

1. The Health Paraprofessional will have completed a total of fifteen (15) years of service within the District.
2. The Health Paraprofessional shall have applied for and have been accepted by the Public School Employees' Retirement Board for payment of retirement allowance.

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Payment shall be made as an employer contribution into a 403(b) tax-sheltered annuity account, in accordance with IRC **Section** 403(b)(3). This account shall be established by the eligible Employee from the list of plans available from the District, prior to the District contribution. Failure to establish an account will result in forfeiture of the benefit. All Employees who have accumulated less than one thousand (\$1,000.00) dollars will receive cash compensation, and all others will receive the benefit in the form of a non-elective employer contribution to the employee's 403(b) account.

Payment of said severance pay will be made during the month of July following retirement, or no later than one month after the last day of employment, provided notice is given by April 1. If notice is given after April 1, payment will be made during the month of December of the same calendar year following retirement.

The Employer shall pay all accumulated leave benefits to Employees by March 15th of the calendar year following severance from service with the district.

### **XI. (Reserved)**

### **XII. MISCELLANEOUS**

#### **(a) Travel reimbursement**

When an employee is obliged to provide, at his/her own expense, an automobile other than for traveling to and from home and school in pursuance of assigned duties or to attend designated conventions, conferences, etc., such employee shall be reimbursed at the rate established by the IRS and in effect at the time of the travel.

#### **(b) TaxSheltered Annuities**

The employer agrees to make payroll deductions for employees who desire and properly authorize such deductions for tax-sheltered annuities.

#### **(c) Savings Bond Deductions**

The employer agrees to make payroll deductions for employees who desire and properly authorize such deductions for the purchase of United States Savings Bonds.

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## **(d) Training**

The Board will set aside a portion of the Superintendent's budget under his/her control for training for all classified employees. There will be a \$500 per-person limit annually. Reimbursement of payment will be limited to those activities characterized as training activities. Community college courses that are pre-approved by the Superintendent and directly applicable to the employee's current job responsibilities may be included.

## **XIII. ADDENDUM**

Notwithstanding the intentions of the District and the Special Education Support group to meet and discuss compensation arrangements for the three-year period beginning September 1, 2013, it must be openly stated, should budgetary concerns arise due to the effects of any federal or state law or its provisions, that one or more of the preceding Sections may be reopened and action taken in an effort to comply with this law.