



SOUTHERN LEHIGH SCHOOL DISTRICT

5775 Main Street
Center Valley, Pennsylvania 18034

SPECIAL EDUCATION & INSTRUCTIONAL ASSISTANTS WAGE & BENEFIT POLICY

2013-2016

TABLE OF CONTENTS

| | |
|-------|---------------------------------------|
| I. | Duration of Policy ----- |
| II. | Covered Classifications----- |
| III. | Hours of Work ----- |
| | a. Hours Limitation ----- |
| IV. | Complaint Procedure ----- |
| V. | (Reserved) |
| VI. | Wages ----- |
| VII. | Paid Time Off ----- |
| | a. Holidays ----- |
| | b. (Reserved) |
| | c. Personal Days----- |
| | d. Emergency Days ----- |
| | e. Sick Leave ----- |
| | f. Bereavement/Funeral Leave ----- |
| VIII. | (Reserved) |
| IX. | Insurance Benefits |
| | a. Life Insurance ----- |
| | b. (Reserved) |
| | c. (Reserved) |
| | d. Disability Insurance----- |
| | e. (Reserved) |
| | f. (Reserved) |
| | g. (Reserved) |
| X. | Severance Benefits ----- |
| XI. | Miscellaneous |
| | a. Travel Reimbursement ----- |
| | b. Tax Sheltered Annuities ----- |
| | c. Savings Bond Deductions----- |
| | d. Probationary period ----- |
| | e. Training ----- |
| XII. | Professional Development Requirements |
| XIII. | Addendum ----- |

SPECIAL EDUCATION & INSTRUCTIONAL ASSISTANTS WAGE & BENEFIT POLICY

I. DURATION OF POLICY

This Policy shall become effective on July 1, 2013 and remain in full force and effect through June 30, 2016.

II. COVERED CLASSIFICATIONS

Included in this Policy will be Special Education and LEA Instructional Assistants, termed collectively for the purposes of this Policy as Instructional Assistants.

III. HOURS OF WORK

Instructional Assistants may only be scheduled to work for up to 29 hours per week in any combination of positions.

The payroll work week shall start at 12:00 am Sunday and continue until 11:59 pm Saturday.

Instructional Assistants regularly scheduled to work 25 hours or more per week may be paid for attending District professional development opportunities/activities for up to 20 hours at their regular hourly rate. It shall be understood that attendance at District professional development activities may be required; if it is not required, then working with other duties shall be the employee's option.

(a) Hours Limitation

At no time will any employee included as a party to this Policy be allowed to work another District position such that the total of hours per week exceeds 29, unless expressly approved in advance by the Board of School Directors.

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 Instructional Assistants 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 Instructional Assistant initiating a complaint shall present the complaint to the Building Administrator or his/her designee within ten (10) school business days of the alleged problem or occurrence. The Building Administrator or his/her designee shall reply to the Instructional Assistant within ten (10) school business days after receipt of the complaint.

SPECIAL EDUCATION & INSTRUCTIONAL ASSISTANTS WAGE & BENEFIT POLICY

Step 2. If the complaint is not resolved by Step 1 to the satisfaction of the Instructional Assistant, the Instructional Assistant initiating the complaint shall present the complaint to the Building Administrator or his/her designee in writing within ten (10) school business days of the initial answer. The Building Administrator or his/her designee shall reply in writing to the Instructional Assistant 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 Instructional Assistant, the Instructional Assistant may request a meeting with the Superintendent or his/her designated representative within ten (10) school business days following the initial reply. The Superintendent or his/her designated representative shall meet with the complainant and provide a written answer to the Instructional Assistant within (10) school business days after the meeting.

Step 4. If the complaint is not resolved by Step 3 to the satisfaction of the Instructional Assistant, 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 by written request of the complainant. The Board of Education shall provide a written reply to the Instructional Assistant 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

The following wages shall be in effect for the period July 1, 2013- June 30, 2014:

| | | | | |
|--------------|---|---------------|---|--------------|
| July 1, 2013 | - | June 30, 2014 | - | \$17.46/hour |
|--------------|---|---------------|---|--------------|

Substitute Instructional Assistants will be paid at the wage rate of \$15.31.

An Instructional Assistant regularly scheduled to work 25 hours or more per week who temporarily works as a long-term substitute teacher will continue the same paid time off benefits while in the temporary teaching position as those received as an Instructional Assistant who regularly works 25 hours or more per week. Instructional Assistants who substitute for teachers will be paid their regular Instructional Assistant rate or the daily teacher substitute rate, whichever is greater. Substitute Instructional Assistants

SPECIAL EDUCATION & INSTRUCTIONAL ASSISTANTS WAGE & BENEFIT POLICY

working 90 days or more in the same position will receive the full Instructional Assistant rate along with the same paid time off and insurance benefits as those provided for a non-substitute Instructional Assistant regularly scheduled to work the same number of hours per week.

Instructional Assistants regularly scheduled to work 25 hours or more 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.

The practice of two individuals sharing one position shall be addressed such that the benefits and pay afforded each individual shall be proportional and will not exceed the levels that would have been paid to one successful applicant working 29 hours per week or less.

VII. PAID TIME OFF

Pay for paid days off except holidays shall be commensurate with normal scheduled hours of work, i.e. Instructional Assistants that normally are scheduled to work 3 hours per day shall be compensated at 3 hours per personal day, sick day, etc.

Supervisory approval is required for the scheduling of personal days, especially those requested immediately before and after a holiday.

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) Holidays

Any employee who is absent without leave or reasonable excuse, either on the workday before or the workday following a holiday will forfeit the holiday pay.

IAs who are regularly scheduled to work less than 25 hours per week shall be compensated for holidays based upon the number of hours for which they are regularly scheduled to work each week divided by 5.

Active Instructional Assistants who are regularly scheduled to work more than 25 hours per week shall be granted six (6) paid holidays per year:

**SPECIAL EDUCATION & INSTRUCTIONAL ASSISTANTS
WAGE & BENEFIT POLICY**

| Holiday | Date Observed 2013-2014 | Date Observed 2014-2015 | Date Observed 2015-2016 |
|----------------|----------------------------|----------------------------|----------------------------|
| Thanksgiving | November 28, 2013 | November 27, 2014 | November 26, 2015 |
| Christmas Eve | December 24, 2013 | December 24, 2014 | December 24, 2015 |
| Christmas Day | December 25, 2013 | December 25, 2014 | December 25, 2015 |
| New Year's Eve | December 31, 2013 | December 31, 2014 | December 31, 2015 |
| New Year's Day | January 1, 2014 | January 1, 2015 | January 1, 2016 |
| Memorial Day | May 26, 2014 | May 25, 2015 | May 30, 2016 |

Active Instructional Assistants who are regularly scheduled to work less than 25 hours per week shall be granted four (4) paid holidays per year:

| Holiday | Date Observed 2013-2014 | Date Observed 2014-2015 | Date Observed 2015-2016 |
|----------------|----------------------------|----------------------------|----------------------------|
| Thanksgiving | November 28, 2013 | November 27, 2014 | November 26, 2015 |
| Christmas Eve | December 24, 2013 | December 24, 2014 | December 24, 2015 |
| Christmas Day | December 25, 2013 | December 25, 2014 | December 25, 2015 |
| New Year's Day | January 1, 2014 | January 1, 2015 | January 1, 2016 |

(b) (Reserved)

(c) Personal days

Active Instructional Assistants who are regularly scheduled to work 25 hours or more per week shall be granted two (2) personal leave days per school year. These days will be pro-rated for those commencing employment during the school year.

Active Instructional Assistants who are regularly scheduled to work less than 25 hours per week shall be eligible for one (1) personal day per year. These days will be pro-rated for those commencing employment during the school year.

If unused, such days shall be cumulative from year to year. No more than five (5) days may be taken in any year.

(d) Emergency days

An active Instructional Assistant, during the course of the year, may be eligible for up to two (2) emergency days of leave without loss of wages.

An emergency day is a day upon which some unforeseen happening occurs which calls for immediate action such as, but not limited to: (1) immediate family illness requiring hospitalization or doctor's care, (2) accidents occurring

SPECIAL EDUCATION & INSTRUCTIONAL ASSISTANTS WAGE & BENEFIT POLICY

either personally or within the immediate family, (3) fire, (4) flood, or any other unforeseen happening which can be construed as an emergency. Immediate family is defined, for the purposes of (1) and (2) of this paragraph as father, mother, brother, sister, son daughter, husband, wife, parent-in-law, grandchild, grandparent or 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 involved to forward a request **via the employee portal** for the emergency day's leave to the district superintendent **within five (5) work days, stating therein the reason for the absence.**

(e) Sick Leave

Active Instructional Assistants regularly scheduled to work 25 hours per week or **more** shall be granted ten (10) sick leave days per year, with no limitation on accumulation, **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.**

Active Instructional Assistants regularly scheduled to work less than 25 hours per week shall be granted five (5) sick days per 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 this purpose, family members shall be limited to: father, mother, husband, wife, son, daughter, or other person who resides in the same household as the employee.

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.

(f) Bereavement/Funeral Leave

Whenever **an Active Instructional Assistant 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,

SPECIAL EDUCATION & INSTRUCTIONAL ASSISTANTS WAGE & BENEFIT POLICY

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 Instructional Assistant who is regularly scheduled to work 25 hours or more per week shall be absent from duty because of a 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 thereafter, 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.

Whenever an Active Instructional Assistant who is regularly scheduled to work less than 25 hours per week shall be absent from duty because of a death in the immediate family of said employee, there shall be no deduction in the wages of said employee for an absence not in excess of 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. 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 Instructional Assistant who is regularly scheduled to work less than 25 hours per week shall be absent from duty because of a 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 one (1) work day thereafter, 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 of these incidents for payroll purposes.

VIII. (Reserved)

SPECIAL EDUCATION & INSTRUCTIONAL ASSISTANTS WAGE & BENEFIT POLICY

IX. INSURANCE BENEFITS

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

Active Instructional Assistants who are regularly scheduled to work 25 hours or more per week shall be covered by a death benefit of \$50,000 with an equal amount of additional accidental death and dismemberment protection without cost to the employee.

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 the attainment of his 70th birthday.

(b) (Reserved)

(c) (Reserved)

(d) Disability Insurance

Active Instructional Assistants who are 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 policy 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, whichever occurs later, be entitled to the sum of sixty per cent (60%) of their monthly wages up to a maximum of two thousand dollars (\$2,000) per month while disabled, 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) (Reserved)

(f) (Reserved)

(g) (Reserved)

SPECIAL EDUCATION & INSTRUCTIONAL ASSISTANTS WAGE & BENEFIT POLICY

X. SEVERANCE BENEFITS

Upon retirement, **Active Instructional Assistants who are regularly scheduled to work 25 hours or more per week** shall receive severance pay in the amount of thirty dollars (\$30.00) per day subject to the following conditions:

- a. The employee will have completed fifteen (15) years of service within the District.
- b. Prior to April 1st of the year retirement shall become effective; the employee shall submit a letter of retirement.
- c. The employee shall have applied for and have been accepted by the Public School Employees' Retirement Board for payment of retirement allowance

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 15 of the calendar year following severance from service with the district.

Active Instructional Assistants who are regularly scheduled to work less than 25 hours or more per week shall be eligible for severance pay in the amount of \$10.00 per unused sick day.

XI. MISCELLANEOUS

(a) Travel Reimbursement

When an employee is obliged to provide, at his 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.

SPECIAL EDUCATION & INSTRUCTIONAL ASSISTANTS WAGE & BENEFIT POLICY

(b) Tax Sheltered Annuities

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

(c) Savings Bond Deductions

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

(d) Probationary Period

All support staff employees shall serve a probationary period during which time their work performance and general suitability for employment including performance, attendance and conduct shall be evaluated in writing. The probationary period is completed following six calendar months of continuous service without a break in service. Time on leave is not considered service for the completion of the probationary period. Employees who are rehired following a break in service shall serve a new probationary period whether or not they previously completed a probationary period. Summer vacation shall not be considered as service time for purposes of this policy.

Instructional Assistants who are regularly scheduled to work less than 25 hours per week are subject to a probationary period of 1,000 working hours, with the same exclusions as above.

Probationary employees may be released at any time during the probationary period for failure to attain and maintain acceptable levels of performance, conduct, or attendance.

(e) 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; this fund's 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.

XII. Professional Development Requirements

SPECIAL EDUCATION & INSTRUCTIONAL ASSISTANTS WAGE & BENEFIT POLICY

All Instructional Assistants working in special education will be required to complete, document and submit to his/her supervisor 20 hours of relevant professional development per year. Failure to complete this requirement will be considered sufficient reason for disciplinary action up to, and including, termination of employment.

ADDENDUM

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