

Academic Support Personnel [ASP]

Section 1. Unit Determination. The following positions are covered under this Guideline:

1. Occupational Therapist
2. Certified Occupational Therapist Assistant
3. Physical Therapist
4. Physical Therapist Assistant
5. School/Home Coordinator
6. Student Relations Coordinator
7. Student Services (Safety) Specialist
8. Student Assistance Specialist
9. Family Support Specialist
10. School Improvement Support
11. Homeless Student Liaison

Section 2. Evaluation. An employee shall be evaluated on a yearly basis by his/her immediate supervisor. The evaluation shall be signed and dated by the employee. The evaluation, and the employee's written response to the evaluation, shall be placed in the employee's personnel file.

Section 3. Days in Contract Year/Hours in a Work Day. The number of work days in the contract year, starting July 1 and ending June 30, for Academic Support Personnel will be:

1. Two Hundred (200) Days for the following position(s):
 - A. Student Services Specialist
2. One Hundred Eighty-Five (185) Days for the following position(s):
 - A. Occupational Therapist
 - B. Certified Occupational Therapist Assistant
 - C. Physical Therapist
 - D. Physical Therapist Assistant
 - E. School/Home Coordinator
 - F. Student Relations Coordinator
 - G. Student Assistance Specialist
 - H. Special Education Mental Health Counselor
 - I. Family Support Specialist
 - J. Restorative Transition Manager
 - K. School Improvement Support
 - L. Homeless Student Liaison

as specified by the employee's immediate supervisor. A work day shall be 7-3/4 hours (including a thirty (30) minute lunch) unless otherwise specified by the employee's supervisor. In no event shall the specified work day consist of more than eight (8) working hours.

Section 4. Personal Illness Leave. An employee shall be eligible for paid sick leave not to exceed ten (10) days in any school year, accumulative on a yearly basis to a total of one hundred twenty (120) days. Any employee presently employed or on leave having accumulated sick days exceeding one hundred twenty (120) days shall keep such days; however, his/her days shall not increase beyond the total number of accumulative sick days as of August 1, 1979. Sick leave accumulated in the last previous Indiana school system will be accepted up to a maximum of one hundred twenty (120) days. Sick days may be taken in units of one-half (1/2) day.

Section 5. Family Illness Leave. If an employee's spouse, child, stepchild, parent, stepparent, parent-in-law, brother, sister, stepbrother, stepsister, grandchild or another person living in the employee's household as a part of the family suffers from an illness and that illness calls for the employee to be absent from work, he/she will be permitted three (3) days off with pay per year. These days are non-accumulative from year to year. An employee may elect to use ten (10) days of accumulative sick leave for family illness. In extenuating circumstances, the Superintendent may authorize the use of more than ten (10) days of accumulative sick leave.

Section 6. Bereavement Leave. For the death of a spouse, child, step-child, parent, parent-in-law, brother, sister, or a person living in the employee's home as part of the family, the employee shall be allowed five (5) days off with pay per death.

For the death of a grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or step-parent, the employee shall be allowed three (3) days off per death.

One (1) school day per death shall be allowed for members of the family not included above.

Section 7. Personal Business Leave. An employee, with prior approval of the supervisor, shall be allowed three (3) working days off per year with pay for personal business. If an employee does not use all of their personal business leave in a given year, the remaining personal business leave shall be accumulated for use in a subsequent school year, except that no more than a total of two (2) days may be accumulated from earlier school years to use as personal business leave, so that the maximum total personal business leave available in any one school year would be a total of five (5) days.]

Section 8. Legal Leave. Each employee who is subpoenaed to appear in court on behalf of the EACS Corporation during any work day shall receive full compensation for the time absent from work. Legal leave only applies to scenarios in which employees are representing the EACS Corporation on official business.

Each employee who is called to jury duty during any one day shall receive the difference in pay for time lost and the amount received as jury pay. When an employee is released from jury duty for his regularly assigned work day or for a part of his regularly assigned work day he shall report to his assignment for work.

Section 9. Unpaid Leave of Absence. A leave of absence without pay may be granted, subject to the recommendation of the Superintendent and approval of the Board, for no more than one (1) year. Such days may be taken in one-half (1/2) day units, if recommended by the Superintendent and approved by the Board.

An employee returning from a leave shall notify the Personnel Department in writing at least ten (10) working days before the agreed time of return. The returning employee shall be assigned to the same position held when the leave began, if that position still exists. If the position no longer exists, the employee may be assigned, by the Superintendent, into a position for which he/she is licensed. If no such position exists, the employee will be considered on layoff.

All benefits accrued when the leave began shall be restored to the employee upon resumption of duties.

Types of leaves are as follows:

1. Professional Improvement: This type of leave is for advanced study.
2. Childbearing/Childrearing: Any employee who is pregnant may continue in active employment as late into her pregnancy as she desires, if she is able to fulfill the requirements of her position. Leave that is taken that is related to, or caused by, the employee's pregnancy shall be governed by the following:
 - A. Any employee who is pregnant is entitled to a leave of absence with such leave to be taken at any time between the commencement of her pregnancy and the first anniversary of the birth of the child.
 - B. The employee shall be presumed to be physically incapacitated by childbirth for a maximum period of thirty (30) working days or forty-five (45) calendar days, whichever expires first. During the period of

physical incapacitation, a maximum of thirty (30) working days may be charged, at the employee's discretion, to her available sick leave. If the period of actual physical incapacitation, as documented by a licensed physician's statement, extends beyond thirty (30) working days, or forty-five (45) calendar days (whichever expires first), the duration of the period of actual physical incapacitation may be charged, at the employee's discretion, to her available sick leave.

- C. After her available sick leave, subject to the limitations in Paragraph B, has been used, the employee may be absent without pay for the duration of the leave of absence.
- D. A licensed physician's statement certifying pregnancy must accompany the request for childbearing leave.

Both parents are eligible for an unpaid childrearing leave. For childrearing leave, a copy of the birth certificate must accompany the request. Childrearing leave must begin within six (6) weeks after the child is born.

- 3. Adoptive Leave: This type of leave must begin when receiving defacto custody of the child or before receiving such custody if necessary to fulfill requirements for adoption.
- 4. Illness in the Family: This type of leave is for the purpose of caring for a parent, a spouse, a brother, a sister, a son or a daughter. A signed statement from a licensed physician indicating such need must accompany the request of the employee.
- 5. Personal Illness: This type of leave is for recovering from a personal illness. A signed statement from a licensed physician showing a need must accompany the request.
- 6. Family and Medical Leave Act Leave: This type of leave must comply with the provisions of the Family and Medical Leave Act of 1993 as written in Administrative Guideline 4150 except that an eligible employee is not required to use his/her available personal, sick or other qualifying leaves in FMLA leave situations.

The Board may:

- 1. Extend current leaves for a period of no more than one (1) year.
- 2. Grant other types of leaves not specified in Paragraph 4 of this Section.

Section 10. Insurance. An employee and his/her dependents shall be provided a plan of group insurance. The plan shall consist of:

1. A hospital and medical insurance program,
2. A dental insurance program,
3. A vision insurance program,
4. A prescription program,
5. A group life insurance program, and
6. A long-term disability and income protection program.

An employee may elect to participate in the health portion of the group plan which consists of numbers 1, 2, 3, 4, and 5; or the group life insurance plan which consists of number 4 only; and/or the disability portion which consists of number 6.

An employee will pay the following toward an employee's coverage:

1. Employee only coverage: The employee shall pay 90% of the contract rate toward an employee's single coverage premium, which includes numbers 1, 2, 3, 4, and 5 of the plan.
2. Employee plus one coverage: The employee shall pay 81% of the contract rate toward an employee and one (1) dependent's coverage premium, which includes numbers 1, 2, 3, 4, and 5 of the plan.
3. Employee plus two or more coverage: The employee shall pay 75% of the contract rate toward an employee and two (2) dependent's coverage premium, which includes numbers 1, 2, 3, 4, and 5 of the plan.
4. Life Insurance Only: The employee shall pay 10% of the contract rate toward the life insurance premium for those who elect to only have life insurance, which is number 4 of the plan. The principal amount of the group life insurance program shall be \$25,000 until age 69; \$16,250 commencing at age 70 and continuing through age 74; and \$11,250 commencing at age 75 and continuing thereafter.
5. Long Term Disability: The employee shall pay ten percent (10%) of the contract rate toward the long-term disability and income protection premium for those who have long-term disability and income protection insurance, which is number 5 of the plan.

When eligible for Medicare, it is a condition of continued participation in the group insurance program that each participant and their dependents participate in the Medicare program.

If an employee leaves the employ of the Board after the end of the school year, full insurance coverage shall continue until the first contract day of the following school year. If an employee leaves the employ of the Board prior to the last contract day of the school year, he/she may continue the group insurance program as dictated by law.

When an employee is granted a leave of absence by the Board, he/she may continue the group insurance program during the leave period by paying the full premium.

Those employees leaving the employment of the Board because of retirement may remain a part of the group plan, which includes numbers 1, 2, 3, and 4 of the first paragraph of this Article, by paying the full premium. A retired employee may also remain part of the group life insurance program until age 65 by paying the full premium. At age 65 the group life insurance program may be converted to an individual policy in accordance with the carrier's conversion policy.

During a FMLA leave, the employee may elect to continue insurance benefits at the same level as they existed prior to the leave. If the employee elects to continue insurance benefits, he/she must continue to pay his/her share of the premiums. If the premiums are changed, the employee must pay his/her portion of the new premium rates. If the employee elected not to retain coverage during a FMLA leave, he/she is entitled to be reinstated on the same terms without any qualifications when he/she returns from a FMLA leave.

The Board's obligation to maintain insurance benefits ceases if the employee's premium payment is more than thirty (30) days late. The Board may, in certain circumstances, also recover from the employee it's share of the premiums the Board paid during a FMLA leave if the employee fails to return to work after the employee's FMLA leave entitlement is exhausted.

The insurance plans and Board subsidy for ASPs shall be the same plan and subsidy provided to Teachers as outlined in the EACS/EAEA Collective Bargaining Agreement.

Section 11. Teacher or Public Employee Retirement. The Board shall pay the employee's share of his/her Indiana State Teachers Retirement Fund (TERF) or Indiana State Public Employees Retirement Fund (PERF) contribution.

Section 12. Supplemental Retirement Compensation. Employees covered by this Administrative Guideline shall be entitled to the same supplemental retirement benefits as provided teachers as outlined in Article XVI of the EACS/EAEA Collective Bargaining Agreement (2004-07).

Section 13. Compensation. Each employee shall be paid an annual salary that reflects his/her degree, performance, and experience within the appropriate salary range as specified in Appendix A. An ASP Intern shall be compensated at eighty percent (80%) of the base pay for the classification in which the employee is interning. As the employee's level of performance improves and he/she continues to meet the expected quality standards of East Allen County Schools as determined by his/her immediate supervisor, he/she shall progress through the salary range.

An employee working less than a complete day or complete contract year as specified in Section 3 or Appendix A shall be paid an annual salary prorated for the amount of time worked.

An employee shall be paid his/her annual school year salary in eight (8) bi-weekly pays, based on the previous school year's salary schedule, prior to January 1; and eighteen (18) bi-weekly pays based on the current school year salary schedule.

Section 14. Workers' Compensation. In the event an employee is drawing temporary total disability benefits under the Indiana Workers' Compensation statute, he/she shall receive the difference in total amount between such temporary total disability benefits and his/her regular salary up to a maximum of ninety (90) working days and such amount shall not cause the employee's regularly accumulated sick leave to be reduced. If an employee continues to qualify for benefits under the Indiana Worker's Compensation statute beyond ninety (90) days, then beginning with the ninety-first (91st) day, the employee may elect to be compensated the difference between Worker's Compensation and the employee's regular daily wage. Payments made by the Board commencing with the ninety-first (91st) day will be charged against the employee's accumulated sick leave on the basis of one-third (1/3) sick leave day until the employee's accumulated sick leave days shall be exhausted. Such sick leave deductions shall be rounded to the nearest one-half (1/2) day upon the return of the employee to work. The employee may elect not to receive sick leave pay from the Board and as a result such time will not be charged against the employee's accumulated sick leave. After the first ninety (90) day period the Board may request a second doctor's opinion.

Section 15. Wellness Compensation. An employee who is not retiring who has accumulated the maximum number of personal illness days shall be reimbursed on the first pay of the following school year for the unused number of personal illness days (8), family illness days (3), and personal business days (3); as follows:

Two (2) or less days used, \$25.00 per unused day

Two and one-half (2-1/2) to four (4) days used, \$20.00 per unused day

Four and one-half (4-1/2) to five (5) days used, \$15.00 per unused day

More than Five (5) days used, \$0.00

Section 16. Workshops and Conferences. An employee may request to attend a conference(s) in his/her area specialty. An application for a conference shall be submitted to the immediate supervisor no earlier than six (6) weeks prior to the conference. If air travel arrangements must be made, then the six (6) week time limit will be waived. Applications will be reviewed in the order received. Official notification shall be within one (1) week of the date submitted.

Section 18. Income Reduction. The benefits provided to employees by Section 125 of the Revenue Act of 1978 shall be made available to any employee so requesting. Participants must pay the monthly administrative fee.

Section 19. Grant Funded Work Outside the Work Day or Outside the Work Year. An employee will be paid an hourly rate equal to the lowest salary for the employee's classification divided by 7.25 for work funded by outside grants that is outside the employee's regular work day or outside the employee's regular work year.