

# **EMPLOYEE HANDBOOK**

## **9 MONTH EMPLOYEES**

REVISED: JULY 2014

BOARD APPROVED: July 23, 2014

**SOUTH CENTRAL AREA SPECIAL EDUCATION  
COOPERATIVE**

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# **REGULATIONS AND POLICIES FOR: 9 MONTH EMPLOYEES**

## **INSTRUCTIONAL ASSISTANT SPEECH/LANGUAGE PATHOLOGIST ASSISTANT (SLPA) INTERPRETER FOR THE HEARING IMPAIRED EMPLOYMENT TRAINING CONSULTANT**

This employee handbook does not create an employment contract. An employee should not in any way rely upon the provisions of the handbook in accepting or continuing employment with SCASEC. SCASEC has the right to modify or deviate from the handbook at any time and at its sole discretion without notice.

### **GENERAL EMPLOYMENT INFORMATION**

#### **A. EMPLOYMENT STATUS**

All non-certified employees are at-will employees. Their employment can be terminated at any time for any reason. Only the Governing Board of the South Central Area Special Education Cooperative has any authority to enter into any agreement for employment for any specified period of time.

#### **B. EQUAL OPPORTUNITY EMPLOYMENT**

It is the policy of the South Central Area Special Education Cooperative 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. FULL-TIME AND PART-TIME EMPLOYMENT**

To be considered a full-time employee, the employee must work a minimum of 30 hours per week. Full-time employees are eligible for all fringe benefits. Full-time employees will be paid time and a half for any *approved* hours worked over forty hours per week. All overtime must be pre-approved by the Director.

Part-time employees work less than 30 hours per week, and are not eligible for fringe benefits.

#### **D. EXPANDED CRIMINAL HISTORY BACKGROUND CHECK**

To ensure a safe environment for students, it is the policy of the South Central Area Special Education Cooperative to require each individual hired for employment to submit to an Expanded Criminal History Background Check. All information obtained from the background check is confidential and shall not be released or disseminated. There is a \$25 fee for the background check that will be billed to the employee.

#### **E. HIGHLY QUALIFIED PARAPROFESSIONAL STATUS**

Federal and State special education law requires instructional assistants to be highly qualified if they are working in a Title I school and are working with students on core academic content. Depending upon the school and the position desired, an employee may be required to meet the qualifications for being highly qualified. To attain highly qualified status, the employee will have to have either two years of college, or pass the Parapro examination offered by Education Testing Service (ETS).

SCASEC offers the Parapro examination for employees. The special education cooperative will pay the testing fee for the employee to take the test one time in order to become highly qualified. If the employee does not obtain a passing score on the test, the employee will be responsible for paying for the testing fee to retake the test. If the employee is unable to pass the Parapro test, then the employee may be reassigned or their employment terminated since the employee does not meet the requirements for the position. The special education office also provides study materials for the Parapro exam that can be checked out by employees to use to study for the test.

#### **F. EVALUATION OF JOB PERFORMANCE**

All employees will receive a yearly evaluation completed by the immediate supervisor, building administrator, or Director of Special Education. When an employee's job performance becomes unsatisfactory, the employee may be considered for reassignment or termination. A copy of the Paraprofessional Evaluation Form can be found in Appendix B of this handbook.

#### **G. CALENDAR AND DAILY WORK REQUIREMENTS**

The Annual/Daily work schedule for each employee shall be established by the school corporation calendar (of the corporation in which employed), and the employee's immediate supervisor. Such schedule is subject to change by action of the employee's immediate supervisor in consultation with the Director of Special Education. Employees are allowed a 30 minute lunch break which should be subtracted from the time reported on the time card.

#### **H. ATTENDANCE**

Attendance is extremely important to maintain consistency for students in the classroom. Employees are expected to have good attendance and to not exceed their allotted number of sick and personal days. Only under exceptional circumstances (i.e. surgery, extended illness, etc.) will excessive absences be tolerated.

If an employee exceeds their sick/personal leave, they will receive a written warning about attendance and possibly terminated from his/her position. Termination due to poor attendance is at the discretion of the Director.

## **I. CLOSINGS/DELAYED STARTS**

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

1. In the event school is cancelled 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. It is the responsibility of the employee to ensure that they are on their school's call list to be contacted when a closing or delay occurs, or to check the television reports or internet for closings.

## **J. SCHOOL ASSIGNMENT AND TRANSFERS**

Employees may be assigned and transferred to a different school or a different position by the Director at any time. An employee should not assume that they will always remain in the same school or the same job assignment for their entire employment at SCASEC. The Director has the discretion to transfer employees to different positions based on enrollment, student needs, and what is in the best interest of the special education cooperative.

## **K. RESIGNATIONS AND RETIREMENTS**

Resignation and retirement letters are considered accepted and in force once they are received by the Director. The employee cannot change their mind and rescind the resignation or retirement after it has been accepted by the Director. The employee will be required to re-apply for employment if they desire to be re-hired by SCASEC. Resignation letters should be submitted at least 2 weeks prior to the employees last day of work. Retirement letters should be submitted at least 1 month prior to the last day of work.

## **L. PERSONNEL RECORDS**

Employees are entitled to review their personnel records. If you wish to review your records, please make an appointment in advance with the special education office.

## **PAYROLL INFORMATION**

### **A. TIME CARDS**

1. Time cards can be faxed to the South Central Area Special Education Cooperative in order to meet the submission deadline. However, the original time card should still be mailed to SCASEC. Time cards must be verified and signed by the immediate supervisor or building administrator. The employee will be paid according to the times and dates recorded on the original time card. If there are any changes or corrections, then the employee is responsible to submit the changes to SCASEC. The changes will be reflected on the next payroll.
2. Time should be reported in 15-minute segments on the time card. Use the 7-minute rule to round time up or down. For example, if you arrived at 7:35, round your time to 7:30; or, if you arrived at 7:38, round your time to 7:45.
3. Employees should deduct a 30-minute lunch break from their time card. If an employee works through the lunch period, they must obtain approval from their immediate supervisor, and Director of Special Education, to not take the lunch break and work through that time.
4. An employee must use their leave days before taking a loss day. Leave days cannot be “saved” up by taking loss days. SCASEC will apply any unused leave days before allowing an employee to take loss time.
5. If an employee needs to come to work late or leave work early, he/she must first obtain permission from their immediate supervisor. If the employee leaves *an hour or less early*, the employee must report the actual time worked and will be docked for that time only in their pay. If an employee leaves *more than an hour early*, then the employee must take ½ day of sick or personal leave. If the employee is absent more than 3 hours, then the employee must take a full day of sick or personal leave.
6. If an employee’s hours change or increase due to work demands, these changes must be approved by the Director. The employee and/or their supervisor must contact the Director by e-mail to obtain approval for the changes.

### **B. SALARY INCREASES**

The non-certified hourly pay scale provides for increment raises for the first five years of employment. The South Central Area Special Education Cooperative Governing Board considers pay scale increases each fall. Pay raises are not retroactive. If an employee is hired after January 1<sup>st</sup> of a given year, the employee will not advance on the hourly pay schedule, until July 1<sup>st</sup> of the following year, unless an exception is made by the Governing Board.

**C. DIRECT DEPOSIT**

Direct Deposit is mandatory for all South Central Area Special Education Cooperative employees. A Direct Deposit Form must be completed and submitted to SCASEC before the employee's paycheck can be deposited electronically. If an employee has an account with PNC Bank and uses the direct deposit option, the employee would be eligible to enroll in the PNC Bank Work Perks program which offers a variety of benefits and savings for employees.

**D. DOCULIVERY**

SCASEC does not provide employees with paper pay stubs. Employees can access their pay stubs at: [www.doculivery.com/scasec](http://www.doculivery.com/scasec). Each employee has an individual username and password to login to the Doculivery website. Employees can also access their W-2s on Doculivery if the employee chooses this option. Contact the special education office if you have difficulty accessing your Doculivery account.

**E. GARNISHMENTS**

SCASEC reserves the right to assess a fee when an outside agency requests a garnishment of an employee's wages. The fee will comply with state and federal guidelines for garnishments.

## **SCASEC POLICIES AND EXPECTATIONS**

### **A. BOARD POLICIES**

SCASEC expects employees to follow all board approved policies as well as any other procedures and policies outlined in this handbook. Extensive policies regarding Sexual Harassment and other forms of Harassment, Drug and Alcohol Policy, Travel Reimbursement, School Corporation Policies can be found in Appendix A of this handbook. Employees should familiarize themselves with these policies and the consequences for violating them.

### **B. EMPLOYEE ETHICS**

Employees of SCASEC are considered role models and mentors for students. Therefore, employees are expected to perform their job duties responsibly and with honesty and integrity. Employees are expected to maintain high standards of personal behavior both within the school setting and outside of it. This policy includes employee behavior on social media such as Facebook, Twitter, e-mail, etc.

### **C. CONFIDENTIALITY**

Employees are expected to maintain confidentiality for all students with disabilities (as well as those without disabilities) within the school corporation(s) in which they work. Any employee who shares confidential information with another person not authorized to receive the information may be subject to discipline leading up to termination. This includes, but is not limited to, information concerning IEPs, psychological evaluations, assessments, grades, behavior, medical information, family background, alleged child abuse, and any other record information. The Family Educational Rights and Privacy Act (FERPA) is a Federal law that protects the privacy of student education records. FERPA gives parents certain rights with respect to their children's education records. These rights transfer to the student when he or she reaches the age of 18 or attends a school beyond the high school level. Violations of FERPA can lead to fines and sanctions by the state and federal government

### **D. PERSONAL APPEARANCE AND PRESENTATION**

All employees shall comply with the policies for the School Corporation and school building in which they are working. Employees should check with their immediate supervisor or building administrator about appropriate dress. It is the expectation of SCASEC administration that employees will exhibit good hygiene and wear clothing that is appropriate for the job and is not ripped, revealing, or offensive to others.

When speaking with a staff member, student, parent, or community member, the employee should be positive, helpful, and polite. If the employee is unable to satisfy someone with a considerate and courteous answer, refer the person to your supervisor. If the employee is discourteous to staff members, students, parents, or community members, disciplinary action may be taken.

#### **D. CELL PHONE/ELECTRONIC DEVICE POLICY**

Employees are required to follow the cell phone/electronic device policies that are established in the school corporation in which they are employed (see Board Resolution at end of Handbook). However, in the absence of said policy within a corporation, the employee is expected to adhere to SCASEC guidelines.

It is the expectation of the SCASEC administration that employees do not use cell phones (talking, texting, internet), or other electronic devices during the school day except during the employee's designated break time, or in the case of an emergency. Cell phones should be turned off or silenced during the school day so as not to disrupt the educational process. Cell phones and other devices should not be accessible to students, or used in the presence of students. Violation of this policy may result in verbal or written reprimands. Repeated offenses could impact continued employment.

#### **E. COMPUTER/INTERNET ACCESS**

During school hours, employees are expected to use school computers for school business only. Outside of school hours, an employee can use the computer for personal use as long as it does not violate the school's policy on computer usage. Accessing pornographic or other inappropriate material on the computer will not be tolerated and will result in dismissal. Employees should have no expectation of privacy when accessing material through the school's computer system. Each school corporation monitors internet content to make sure that the school's computer/internet policy is not violated.

#### **F. COMPLAINT AND COMMUNICATION PROCEDURE**

All employees with complaints or suggestions should initially share the same with their immediate supervisor or building administrator. If the complaint is in regards to the immediate supervisor, or the immediate supervisor does not satisfactorily address the employee's concerns, the employee may communicate their concerns to the Director, either personally or in writing, as deemed appropriate by the individual. If the employee's concerns are not satisfactorily met, the employee may appeal to the Governing Board of South Central Area Special Education Cooperative.

## **G. DISCIPLINE POLICY**

Employees are expected to perform their job duties responsibly and with honesty and integrity. Employees are expected to maintain high standards of personal behavior both within the school setting and outside of it. When an employee's job performance does not meet expectations, or the employee engages in unacceptable behavior, the employee's supervisor has the option of taking steps to correct the employee's behavior. These steps are as follows:

1.     **Verbal reprimand:**     The employee's immediate supervisor and/or building administrator advise the employee of their poor job performance/behaviors. The employee is told to correct the behavior within a specified time frame. If necessary, the supervisor(s) can provide the employee with training or examples of expected behavior. The supervisor documents that a verbal reprimand was given.
  
2.     **Written warning:**     The employee's supervisors shall complete a written reprimand about job performance/behavior and provide the employee guidelines for correcting the behavior. A copy of the warning is provided to the Director.
  
3.     **Referral to Director:**     The employee's supervisors may refer the employee to the Director if the employee does not comply with request to correct job performance/behaviors. The supervisors will provide a recommendation regarding continued employment. The Director will determine if the employee will be dismissed or allowed to complete additional corrective action.
  
4.     **Suspension:**     A non-certified employee may be suspended without pay by the Director of Special Education or building administrator. The suspended employee may file a written request for a hearing with the Director within five days. If no such request is filed with the Director, the suspension becomes a dismissal at the expiration of the five days. Any employee who has been dismissed for cause shall be ineligible to apply for re-employment.
  
5.     **Dismissal:**     An at-will employee can be terminated at any time with or without cause. The previous steps are not required to dismiss an employee, but may be implemented if so desired by the employee's supervisor(s).

The employee's supervisor is responsible for keeping documentation of the employee's job performance, verbal and written reprimands, and corrective actions plans of employee's behavior.

## **FRINGE BENEFITS**

The fringe benefits listed are available to full-time employees who work the minimum of 30 hours per week. The employee portion of any insurance premiums shall be prorated and deducted from the employee's pay over a nine-month period in order to eliminate the need for payments during the summer months. Changes in insurance options and Section 125 plans can only occur during the open enrollment period.

### **Important Notice:**

In June each year, insurance rates change. Nine month employees have paid up their insurance premiums, on the old rate, through September. Nine month employees are required to pay the difference between the old and new rates for the 4 month period of June through September. These employees will receive a bill for the amount owed (difference between old and new rates) by September 1. Payment must be received for adjusted insurance premiums by **NOVEMBER 1**. If payment is not received by November 1<sup>st</sup>, the employee's insurance will be cancelled, and the outstanding debt may be submitted to a collection agency.

**NOTICE OF PRIVACY PRACTICES FOR HEALTH INFORMATION (HIPAA):** SCASEC has a policy and plan for how we handle your Personal Health Information (PHI). This plan has been provided on the special education cooperative's website and through the Doculivery system that provides your pay stub information.

- **Procedures for Handling PHI:** The Plan will not use or disclose PHI except as required or permitted by the Rule, this Policy and the Plan's Notice of Privacy Practices. The Plan and its business associates may use and disclose PHI for purposes of treatment, payment and healthcare operations, subject to any limitations described. The Plan will never use, disclose or request another covered entity to disclose more than the minimum PHI necessary to achieve the intended purpose of the use, disclosure or request.
- **Disclosures of Treatment:** The plan may disclose an individual's PHI to a health care provider as needed in connection with health care rendered or to be rendered by the provider to the individual.
- See SCASEC Policy for more detailed information.

### **A. Medical Insurance**

SCASEC 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 SCASEC's share. Commensurate with the teacher's contract, the employee must pay at least one dollar of the premium per school year. See attached Insurance sheet for current rates.

Insurance coverage will begin at least 45 days from the date of hire. Coverage begins the first of the month after the first 45 days of employment (i.e. if an employee is hired on August 10<sup>th</sup>, the first 45 days is September 15<sup>th</sup>. Insurance coverage would not begin until October 1<sup>st</sup>). When an employee resigns, retires, or is terminated, insurance coverage will end the first of the month following the termination date (i.e. resignation date is October 15<sup>th</sup> so insurance coverage ends on November 1<sup>st</sup>).

Employees may carry their children on their insurance until the child is 26 years of age even if not attending school. The employee is responsible for informing the employer when their child is no longer eligible for insurance coverage. SCASEC will periodically contract with an outside agency to perform a Dependent Audit to determine if an employee's dependents are eligible for coverage. Employees will be required to comply fully with the requirements of the Dependent Audit to verify eligibility for insurance coverage.

**Please note:** Due to rising insurance costs and longer breaks in the school calendar, it has been a struggle to make the insurance deductions affordable for everyone. Some employees will not make enough money to be able to cover their insurance deduction if there are snow days or unplanned loss of pay days. When this happens, the special education cooperative will bill the employee for the amount not covered by their pay. It will be the employee's responsibility to pay this bill immediately in order to continue their insurance coverage. If the insurance bill is not paid by the end of the month in which it is issued, then it will result in a loss of insurance coverage. For example, if employee X is billed \$75 for insurance on March 15th, then the bill must be paid in full by March 31st or insurance coverage will be cancelled. An employee will not be able to re-enroll for insurance until the open enrollment period in May.

## **B. Dental Insurance**

SCASEC 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 SCASEC's share. Commensurate with the teacher's contract, the employee must pay at least one dollar of the premium per school year. See attached Insurance sheet for current rates.

Insurance coverage will begin at least 45 days from the date of hire. Coverage begins the first of the month after the first 45 days of employment (i.e. if an employee is hired on August 10<sup>th</sup>, the first 45 days is September 10<sup>th</sup>. Insurance coverage would not begin until October 1<sup>st</sup>). When an employee resigns, retires, or is terminated, insurance coverage will end the first of the month following the termination date (i.e. resignation date is October 15<sup>th</sup> so insurance coverage ends on November 1<sup>st</sup>).

## **C. Vision Insurance**

SCASEC 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 SCASEC's share. Commensurate with the teacher's contract, the employee must pay at least one dollar of the premium per school year. See attached Insurance sheet for current rates.

Insurance coverage will begin at least 45 days from the date of hire. Coverage begins the first of the month after the first 45 days of employment (i.e. if an employee is hired on August 10<sup>th</sup>, the first 45 days is September 10<sup>th</sup>. Insurance coverage would not begin until October 1<sup>st</sup>). When an employee resigns, retires, or is terminated, insurance coverage will end the first of the month following the termination date (i.e. resignation date is October 15<sup>th</sup> so insurance coverage ends on November 1<sup>st</sup>).

**D. Life Insurance**

Employees who wish to participate will be provided term life insurance in the amount of \$70,000. Commensurate with the teacher's contract, the employee must pay at least one dollar of the premium per school year. SCASEC will pay the remainder of the premium. Once a year, the IRS requires employees to pay a tax on any amount of life insurance over \$50,000. This tax will be deducted from the employee's paycheck in November for non-cash benefits. Contact Human Resources at the special education office with questions regarding life insurance.

**E. Long Term Disability Insurance**

SCASEC shall pay a portion of the cost of the premium for Long Term Disability Insurance. The participating employee shall pay all premium amounts exceeding SCASEC's share. Commensurate with the teacher's contract, the employee must pay at least one dollar of the premium per school year. See attached Insurance sheet for current rates.

**F. Section 125**

Employees shall be afforded the opportunity to participate in the Section 125 flexible benefit plan. This provision allows the employee to pay insurance premiums and fringe benefit contributions prior to computation of pay for tax purposes resulting in tax advantage. *All employees must meet with the Section 125 agent once a year to complete a form even if they are not participating in insurance.*

**G. 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 of an injury during the employee's course of employment, the employee must notify their immediate supervisor immediately and complete an Accident report. 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 SCASEC within twenty-four hours, the provisions of this plan may not apply.**

If the employee goes to a doctor regarding an injury at work, the employee is responsible for reporting to the special education office the following information:

- \*Did you submit the doctor's visit as a worker's compensation claim?
- \*Did the doctor recommend medical treatment for the injury?
- \*What type of treatment did the doctor recommend and how often?
- \*Did the doctor release you to return to work?
- \*Did the doctor put restrictions on your work duties?
- \*Will you need to have a follow-up visit to the doctor again to be released to work?

***The employee should report this information to the special education office within 24 hours of the doctor's visit. A delay in reporting could result in a denial of worker's compensation coverage and/or a delay in your benefits.***

## **H. Sick Leave/Family Illness Leave**

Employees are credited six (6) sick days and two (2) family illness days per school year. For employees who have worked for SCASEC for over a year, these days will be credited at the beginning of the school year. For employees of less than 1 year, sick and family illness days will be credited by semester (Aug-Dec. and Jan.-May). A new employee who begins employment in August will have 3 sick days and 1 family illness day to use through December, and then will accrue another 3 sick days and 1 family illness day if employment continues into January.

If an employee takes more than three consecutive sick leave days, SCASEC will require a doctor's statement that documents the employee's illness. Sick days will be counted as Family and Medical Leave (FMLA) days. If FMLA leave is requested, sick days will be used in conjunction with FMLA until all sick leave is used.

Effective 2/23/93, sick days cannot be used to cover snow days. In addition, an employee securing summer employment shall not be eligible to use any benefit days having accrued during the employee's regularly assigned work period.

Unused sick leave days shall accumulate to a maximum of 66 days. Sick leave may be taken in ½ day units. Complete the Absence section of the time card to report sick days.

## **I. Personal Leave**

All full-time employees shall be credited with two personal days at the beginning of each school year. Personal days should be requested in advance of the intended day of absence. Complete the *Absence/Substitution Form* attached to the time card when taking personal days.

Personal days cannot be used to cover snow days. If all personal days are not used during the school year, the remaining days will be transferred to the employee's accumulated sick leave. If FMLA leave is requested, personal days will be used in conjunction with FMLA until all personal leave is used.

Personal leave can be taken in ½ day units.

## **J. Bereavement Leave**

When reporting bereavement leave, please indicate the family member that passed away on the Absence Form. This ensures that the employee is allowed the correct number of days for 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 beyond the date of death.

Immediate family shall be defined as: father, mother, brother, sister, stepfather, stepmother, spouse, parent-in-law, child, stepchild, or any dependent living in the employee's household.

Death in Family: In the case of death in the family of an employee, the full-time employee is entitled to be absent without loss of compensation for up to two (2) work days for the death of any aunt, uncle, first cousin, half-brother, half-sister, brother-in-law, sister-in-law, niece, nephew, grandparent, grandchild, daughter-in-law, son-in-law, step-grandparents, step-brother, or step-sister.

#### **K. Professional Leave and Mileage**

Employees will receive full pay while attending meetings that the Director of Special Education believes will help in the employee's professional development and will contribute to better provision of services to students. Professional leave must be pre-approved by the Director. Employees will be reimbursed for authorized travel at the per mile rate allowed by the Internal Revenue Service (IRS) as stipulated in the Teacher's Master Contract. A mileage form must be completed and submitted to SCASEC in order to receive reimbursement. See Travel Reimbursement Policy for details.

#### **L. Paid Holidays**

Full-time and part-time employees are eligible for paid holidays. To be eligible for holiday pay, the employee must work (or be on a paid leave) both the last working day prior to and the first working day after said holiday. Full-time and part-time employees will be paid for the following holidays: Labor Day, Thanksgiving Day, Day after Thanksgiving, December 24, December 25, New Year's Day, Memorial Day\*\*.

If the school corporation in which the employee works observes any additional national holidays (i.e. President's Day) as paid holidays, then the employee will also receive holiday pay for these dates.

\*\*Employees will only be paid for Memorial Day if the school calendar extends to that date.

#### **M. Jury Duty**

In the event an employee is required to serve on jury duty, SCASEC will pay the employee their regular pay so that no loss of earnings will be experienced. Any compensation provided to the employee by the court shall be turned over to SCASEC. If an employee is dismissed from jury duty before 12:00 p.m., they are required to return to work that day. To receive regular pay when on jury duty, employees must substantiate such service in written form and receive the approval of the Director of Special Education.

**N. Family and Medical Leave Act**

Employees shall have the right to the appropriate designated benefits provided by the Family Medical Leave Act (FMLA). South Central Area Special Education Cooperative 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 a 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 an employee's first FMLA leave begins. An employee's first FMLA leave day begins when the first sick or personal day is taken. All sick and personal days count toward FMLA leave days. Employees must first use their sick and personal days before taking unpaid days during their FMLA leave.

**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 in a new job as nearly like the old job as possible. Failure to report to work within 30 days following separation shall constitute a resignation and all employment rights will be waived.

**P. Public Employees' Retirement Fund (PERF)**

Full-time employees are eligible for PERF. SCASEC will contribute both the employer's and employee's share to PERF.

# APPENDIX A

## POLICIES

### SEXUAL AND OTHER FORMS OF HARRASSMENT

(Adopted: June 27, 2001)

The Governing Board recognizes that a support staff member has the right to work and students have a right to learn in an environment untainted by sexual or other forms of harassment or discrimination. Offensive conduct which has the purpose or effect of unreasonably interfering with work performance or creating an intimidating, hostile, discriminatory, or offensive working environment disrupts the educational process and impedes the legitimate pedagogical concerns of the South Central Area Special Education Cooperative.

Sexual harassment includes all unwelcome sexual advances, requests for sexual favors, and verbal or physical contacts of a sexual nature whenever submission to such conduct is made a condition of employment or a basis for employment decision. Other prohibited conduct includes that which has the purpose or effect of creating an intimidating, hostile, discriminatory, or offensive educational environment on the basis of gender, religion, race, color, ethnicity, age, or disability.

The harassment of a staff member or student in this Special Education Cooperative is strictly forbidden. Any support staff member or agent of the Board who is found to have harassed a support staff member, student, or other employee of the Cooperative will be subject to discipline in accordance with law and/or the terms of any applicable collective bargaining agreement. Any student who harasses another student will be disciplined.

The Director shall establish administrative guidelines that address the conduct prohibited by this policy and describe a reporting procedure. The Director shall ensure that the policy and administrative guidelines are available to all support staff members and are posted in appropriate places throughout the Cooperative.

#### Reporting Sexual and Other Forms of Harassment

Conduct constituting sexual harassment may take different forms, including but not limited to the following:

#### **Sexual Harassment**

- A. Verbal: The making of offensive written or verbal sexual innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions, threats, or propositions toward a fellow staff member, student, or other person associated with the Cooperative.
- B. Nonverbal: Causing the placement of offensive sexually suggestive objects, pictures, or graphic commentaries in the school environment or the making of offensive

sexually suggestive or insulting gestures, sounds, leering, whistling, and the like to a fellow staff member, student, or other person associated with the Cooperative.

- C. Physical Contact: Threatening or causing unwanted touching, contact, or attempts at same, including patting, pinching, pushing the body, or coerced sexual intercourse with a fellow staff member, student, or other person associated with the Cooperative.

### **Other Harassment**

- A. Verbal: Written or oral innuendoes, jokes, insults, threats, or disparaging remarks concerning a person's gender, ethnicity, religion, race, color, or disability that are reasonably perceived to harass a fellow staff member, student, or other person associated with the Cooperative.
- B. Nonverbal: Placing objects, pictures, or graphic commentaries in the school environment or making insulting or threatening gestures concerning a person's gender, ethnicity, religion, race, color, or disability that are reasonably perceived to harass a fellow staff member, student, or other person associated with the Cooperative.

Any staff member who believes that he/she is the victim of any of the above actions or has observed such actions taken by a supervisor, co-worker, student, or other person associated with the Cooperative such as a vendor, contractor, volunteer, or school official should promptly take the following steps:

- A. If the alleged harasser is the staff member's supervisor, the effected employee should, as soon as possible after the incident, contact the Director.
- B. If the alleged harasser is not the staff member's supervisor, the effected staff member should, as soon as possible after the incident, contact his/her supervisor.
- C. If the harasser is a student of the Cooperative, the supervisor, if not the student's principal, should immediately inform the student's principal of the alleged harassment.

The staff member may contact their supervisor, principal, or Director by a written report, by telephone, or personal visit. During this contact, the reporting staff member should provide the name of the person (s) whom he/she believes to be responsible for the harassment and the nature of the harassing incident(s). A written summary of each such report is to be prepared promptly by the staff member receiving the report and forwarded to the Director.

Each report received by the supervisor or Director as provided above, shall be investigated in a timely and confidential manner. While a charge is under investigation, no information is to be released to any one who is not involved with the investigation, except as may be required by law or in the context of a legal or administrative proceeding. No one involved is to discuss the subject outside of the investigation.

The purpose of this provision is to:

- A. Protect the confidentiality of the staff member who files a complaint;
- B. Encourage the reporting of any incidents of harassment;
- C. Protect the reputation of any part wrongfully charged with harassment.

Investigation of a complaint will normally include conferring with the parties involved and any names of apparent witnesses. All staff members and others involved are to be protected from coercion, intimidation, retaliation, or discrimination for filing a complaint or assisting in an investigation.

If the investigation reveals that the complaint is valid, then prompt, appropriate remedial and/or disciplinary action will be taken immediately to prevent the continuance of the harassment or its recurrence. Any form of sexual harassment towards a student is considered a form of child abuse and the abuser must be reported.

The Cooperative recognizes that determining whether a particular action or incident is harassment, or conversely, is reflective of a social relationship without a discriminatory or intimidating intent or effect, must be based on all of the facts in the matter. Given the nature of this type of intimidation, the Cooperative recognizes that false accusations of harassment can have serious effects on innocent individuals. Accordingly, all staff members are expected to act responsibly, honestly, and with the utmost candor whenever they present harassment allegations or charges against fellow staff members, students, or others associated with the Cooperative.

### **THREATENING BEHAVIOR TOWARD STAFF MEMBERS**

The Governing Board believes that a staff member should be able to work in an environment free of threatening speech and actions.

Threatening behavior consisting of any words or deeds that intimidate a staff member or cause anxiety concerning his/her physical well being is strictly forbidden. Any student, parent, visitor, staff member, or agent of this Board who is found to have threatened a member of the staff will be subject to discipline or reported to the authorities.

The Director shall implement guidelines whereby students and employees understand this policy and appropriate procedures are established for prompt and effective action on any reported incident.

## **DRUG AND ALCOHOL POLICY**

No employee engaged in employment with South Central Area Special Education Cooperative shall unlawfully manufacture, distribute, dispense, possess, use or be under the influence of any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, alcoholic beverage, or any other controlled substances on or in the workplace, as defined in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812).

“Workplace” is defined to mean the site for the performance of work done in connection with school employment. This includes any school building or any school premises; any school-owned vehicle or any other school-approved vehicle used to transport students to and from school or school activities; off school property during any cooperative or school-sponsored or cooperative/school-approved activity, event, or function, such as a field trip or athletic event where students are under the jurisdiction of the school district where work is performed; or during any period of time such employee is supervising students on behalf of the cooperative or school district or otherwise engaged in cooperative or school district business.

Employees are to comply with the above policy of South Central Area Special Education Cooperative and will notify their supervisor and Director of their conviction of any criminal drug statute for a violation occurring in the workplace, no later than five days after such conviction.

Any employee who violates the terms of this policy may be non-renewed or his or her employment may be suspended or terminated at the discretion of the Board.

## **TRAVEL REIMBURSEMENT POLICY**

Our policy is centered on the principle of reimbursing the employee for expenses incurred during approved travel. In most cases, the employee bears the burden of the initial expenditure and the special education cooperative provides timely reimbursement. Prior to departure, employees must gain approval from the Director through the Professional Development Request form. The Director may approve all expenses, some expenses, or none of the expenses. Employees can expect to be reimbursed for the predetermined, approved travel and associated costs when on official special education cooperative business. There is no per diem allowance.

Employees are responsible for arranging their own itineraries, recording expenses while traveling, and submitting proper documentation for reimbursement.

Reimbursement payments are usually rendered once a month after the Board approves the payment. Employees can expect to be reimbursed promptly if post-travel documentation is in order and presented to the special education office in a timely fashion.

### **Meals**

Reimbursement for breakfast may not exceed \$12.00; lunch, \$17.00, and dinner, \$25.00 including sales tax (this does NOT mean \$54/day). On top of the maximum reimbursable amount, a gratuity of up to 15% may be added to the bill.

The original itemized receipt must be presented. A credit card sales slip and/or statement is NOT acceptable.

Alcohol, gum, candy, ice cream cones, or other snacks are not a reimbursable expense. Reimbursement of lunch and dinner expenses for one day trips are made only if advanced written approval is obtained from the person in charge of the travel account.

Under special circumstances, the director may waive the maximum reimbursement allowed for meals. This requires a letter of authorization from the director.

### **Transportation/Lodging**

Mileage must be reported on the Mileage Claim Form. Frequent and/or daily work related travel (as a condition of employment,) primarily within the special education cooperative area, does NOT require pre-approval. Starting and ending odometer reading must be recorded or the approved special education office mileage chart may be used. Claim forms should contain a minimum of \$10 and forms should be submitted monthly. Mileage is reimbursed at the current rate in the Teachers Master's Contract.

Requests for lodging and other travel expenses must be pre-approved. Air travel expenses are to be reasonable and cost efficient and must be pre-approved by the director or Board. An original itemized receipt is required for car rental, for parking, taxi, and shuttle reimbursement. Reimbursement for authorized travel may include sales and excise tax paid during the trip only for meals and lodging.

**Documentation**

The Professional Leave Request Form is the document for obtaining permission for Professional Leave and travel expense reimbursement. This form must be submitted to the director at least ten (10) business days prior to the anticipated departure date and approved prior to commencement of travel. This form can be found on the SCASEC website.

The following documentation is required for meals, transportation, and lodging:

\*Valid original itemized business receipts/cash register sales slips containing business name and itemized total (no generic sales slips will be accepted). Receipts will be needed for the following:  
hotel/motel, registration, parking, car rental, taxi, restaurant/meals

\*Employees will not be reimbursed for coat checks, alcohol, movies, laundry expenses, or other items of a personal nature.

\*Personal items listed on receipts must be circled and marked personal.

\*Photocopy all receipts and retain for your records.

# **GOVERNING BOARD RESOLUTION**

## **EMPLOYEES AND SCHOOL POLICIES**

The Governing Board of South Central Area Special Education Cooperative has adopted the following Resolution regarding employees and school policies:

*All employees of South Central Area Special Education Cooperative must follow the school policies of the school corporation in which they are assigned. This includes, but is not limited to: cell phone (or other electronic device) policies, sexual harassment policies, alcohol/drug policies, dress codes, and any other policy that is in place for the school corporation's employees.*

South Central Area Special Education Cooperative employees are responsible for obtaining and familiarizing themselves with the school policies for the schools in which they are assigned. Employees that violate school policies will be subject to reprimand, and possibly termination depending upon the severity of the violation.

Adopted: October 28, 2009

# **APPENDIX B**

## **PARAPROFESSIONAL EVALUATION FORM**

**South Central Area Special Education Cooperative**  
**600 Elm Street, Suite 2**  
**Paoli, Indiana 47454**  
**Phone (812)723-2089 Fax (812)723-4206**

**Paraprofessional Evaluation**

Employee \_\_\_\_\_ School \_\_\_\_\_  
 Assignment \_\_\_\_\_  
 Conference Date \_\_\_\_\_ Supervising Teacher \_\_\_\_\_

The circled letters indicate the evaluator's perception of the paraprofessional's level of proficiency using the following scale.

- U Unsatisfactory- Has difficulty performing assigned tasks in a satisfactory manner and requires an improvement plan
- NI Needs Improvement- Requires remediation as explained on corrective action section and may require an improvement plan
- S Satisfactory- Performs tasks satisfactorily

Personal Appearance

- 1. Dresses appropriately U NI S
- 2. Exhibits good personal care and grooming U NI S

Self-Control

- 3. Remains calm when dealing with stressful situations and emergencies U NI S
- 4. Is courteous U NI S
- 5. Exhibits patience when dealing with annoying and disruptive behavior of students U NI S

Cooperation

- 6. Works well with staff, parents and students U NI S
- 7. Follows directions U NI S
- 8. Follows school rules and policies U NI S
- 9. Accepts constructive criticism and suggestions U NI S
- 10. Has regular attendance U NI S
- 11. Attends school related events when appropriate U NI S
- 12. Arrives at school on time and leaves at the appropriate time U NI S
- 13. Adheres to the daily time schedule including meetings and relevant events U NI S

Public Relations

- 14. Uses discretion in discussing school matters U NI S
- 15. Speaks positively about the school, the school district and the community U NI S

Reliability/Responsibility

- 16. Uses time wisely and efficiently U NI S
- 17. Performs work promptly and efficiently U NI S

Competency

- 18. Is knowledgeable of subject matter U NI S
- 19. Demonstrates understanding of how children learn U NI S

20. Recognizes individual differences in students	U	NI	S
21. Encourages creative expression	U	NI	S
22. Assists in developing reasoning skills	U	NI	S
23. Uses proper grammar when speaking and when writing	U	NI	S
24. Demonstrates the ability to use initiative when appropriate	U	NI	S
25. Keeps appropriate and accurate records as directed	U	NI	S
26. Understands how to use computer to aid student learning	U	NI	S
27. Uses instructional materials properly and efficiently	U	NI	S

Attitude

28. Is cheerful, pleasant and exhibits a positive attitude	U	NI	S
29. Shows respect for the rights, feelings and opinions of others	U	NI	S
30. Understands the difference in the roles of the teacher and the paraprofessional	U	NI	S
31. Shows enthusiasm when assisting teacher and student	U	NI	S

Adaptability

32. Adapts to different situations and tasks appropriately	U	NI	S
33. Shows willingness to learn new techniques	U	NI	S
34. Accepts changes in assignments willingly	U	NI	S

**TO BE COMPLETED BY EMPLOYEE**

I have read this report and discussed it with my supervisors.

\_\_\_\_\_  
Employee's Signature/Date

**TO BE COMPLETED BY SUPERVISOR**

I certify that I have discussed this report with the employee named herein.

\_\_\_\_\_  
Teacher's Signature/Date

\_\_\_\_\_  
Principal's Signature/ Date

Corrective action: Areas needing corrective measures and suggested corrective action (To be accompanied by written improvement plan as needed)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Comments:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

