

“Equal Educational Opportunity for All”

Employee Handbook

Tazewell-Mason Counties Special Education Association & Schramm Educational Center



Welcome

Welcome to a new school year and to the many challenges and rewards the education profession brings. The TMCSEA Employee Handbook is an attempt to help you understand practices and procedures of the Association and familiarize yourself with required paperwork of employees. Not all TMCSEA policies and procedures are included, those that are have been summarized. This handbook is neither a contract or a substitute for the official TMCSEA Policy Manual, nor is it intended to alter the at-will status of non-contract employees in any way. Because of the varied nature of differing employee groups, location of programs, and many itinerant services this handbook must be used in conjunction with three other pertinent documents:

- *Policies & Bylaws Handbook—The Policy & Executive Committee approved rules and procedures of the Association*
- *Negotiated agreement between TMCSEA and the SOS-IEA-NEA Contract*
- *The Illinois School Code*

Please feel free to ask your colleagues, immediate supervisor, office personnel, or me for clarification and direction on any of the material found in this handbook. Your suggestions for additions and improvements to this handbook are welcome.

My very best in all your professional pursuits and may the families & children we serve, either directly or through our work with professional staff of other districts, maximize their individual learning potential in a safe, healthy and nurturing environment.

Respectfully,

Kristina D. Neville, Superintendent/Director
TMCSEA

Introduction to TMCSEA

Tazewell-Mason Counties Special Education Association (TMCSEA) is an organization made up of the school districts located within the two counties. It began in July, 1968 when these districts recognized that providing quality service in special education was a major goal and could be reached by joining forces.

The Association employs a staff of professionals and certified teachers as well as therapists to assist parents, children and local school districts in diagnostic, educational and supportive endeavors. TMCSEA is administered by a Director of Special Education and is governed by an Executive Committee and Policy Board, both of which are comprised of representatives from member school districts in the Association.

Structure & History

Education Association is a legally constituted Special Education Joint Agreement, formed under the Illinois School Code. TMCSEA is a cooperative agreement among area Superintendents and schools to provide comprehensive special education services. The Association was formed by the leadership of the two county Regional Superintendents, local school Superintendents and the Board of Education of thirty-two school districts during the school year of 1966-67. The Association became operational on July 1, 1968.

Since the 1980's, TMCSEA has been decentralized into seven mini-coops, where the individual districts hire a majority of the special education teaching and support staff. TMCSEA currently has twenty-one (21) member districts. The focus is on providing student and district evaluation/consultation services, special education programs, professional development opportunities and the continued operation of Schramm Educational Center.

The Art Schramm family donated property in Pekin in a residential area to provide a site for Schramm Educational Center which was built in 1980. The Center sits on seven acres of property that was jointly donated and purchased by the Association to provide the necessary school site.

The Association currently employs over seventy-two special education personnel serving the twenty-one member districts.

Vision Statement

TMCSEA strives to promote programming and services that enable students with disabilities to maximize their individual potential and become contributing members of society. The Association, through shared programming, provides high quality, specialized educational services, programs and facilities in partnership with our member districts.

Mission Statement

TMCSEA: A 21 School District—Special Education— Joint Agreement which operates the Schramm Educational Center sees itself:

Empowering districts to meet the needs of diverse learners. An interconnection between Association/District/Community is established for public awareness and education for students with disabilities. The Association champions equal educational opportunities and provides an array of services to include technical assistance, professional development, transition, specialized programs, therapies, low incidence diagnostic, evaluation and consultation services.

Member School Districts: 50-District No. 50 Schools; 51-Central Grade School; 52-Washington Grade Schools; 76-Creve Coeur Schools; 85-Robein School; 86-East Peoria Elementary Schools; 98-Rankin School; 102-North Pekin-Marquette Hgts. Schools; 108-Pekin Public Schools; 137-South Pekin Grade School; 303-Pekin Community High School; 308-Washington Community High School; 309-East Peoria Community High School; 606-Spring Lake Community Consolidated; 701-Deer Creek-Mackinaw Community Unit; 702-Tremont Community Unit; 703-Delavan Community Unit; 709-Morton Unit; 126-Havana Community Unit; 189-Illini Central Community Unit; 191-Midwest Central Community Unit

Organization

Tazewell-Mason Counties Special Education Association was formed into an organization with a unique reporting structure. Since this organization is a joint effort between many caring groups and individuals, there is a system of checks and balances in place. This ensures that the needs of all the students are met, while maintaining the proper structure of the Association.

Employees are responsible to their immediate coordinator but need to be aware of the existing hierarchy. Besides reporting to their coordinators, they are responsible to the leadership of the specific schools where they perform their services. By working amiably with the respective school leadership, we can better meet the educational needs of the students. This is our number one goal.

Joint Agreement Structure

The Tazewell-Mason Counties Special Education Association staff must be cognizant that:

- 1.) The legal responsibility for education is vested in the local school board of education and this responsibility cannot be delegated or shared. The superintendent is the chief administrative agent of the Board.
- 2.) The legal responsibility for TMCSEA is vested in the administrative district by action of the Executive Committee. This responsibility cannot be delegated or shared. The Director is the chief administrative agent of the committee.

TMCSEA personnel, as members of the Association, are responsible to two major governing bodies:

Local District Board of Education
TMCSEA Policy Board

Different levels of administrative supervision exist as part of this joint agreement between local school boards and TMCSEA.

Superintendent
Director
Program Coordinator

Administration & Supervision

			<i>Policy Board</i>			
			<i>Executive Committee</i>			
			<i>Director</i>			
<i>DHS Transition Specialist</i>			<i>Program Coordinator</i>		<i>Administrative Assistant</i>	<i>Bookkeeper</i>
<i>Job Coach</i>	<i>Psychologist Social Worker SLP Behavior Specialist</i>	<i>Health Services Personnel</i>	<i>Certified Staff</i>	<i>Non-Certified Staff</i>	<i>Secretary</i>	
			<i>Para-professional</i>			
			<i>Ancillary Support Staff</i>			

Personnel

Code of Ethics of The Council for Exceptional Children

We declare the following principles to be the Code of Ethics for educators of persons with exceptionalities. Members of the special education profession are responsible for upholding and advancing these principles. Members of The Council for Exceptional Children agree to judge and be judged by them in accordance with the spirit and provisions of this Code.

- Special education professionals are committed to developing the highest educational and quality of life potential of individuals with exceptionalities.
- Special education professionals promote and maintain a high level of competence and integrity in practicing their profession.
- Special education professionals engage in professional activities which benefit individuals with exceptionalities, their families, other colleagues, students, or research subjects.
- Special education professionals exercise objective professional judgment in the practice of their profession.
- Special education professionals strive to advance their knowledge and skills regarding the education of individuals with exceptionalities.
- Special education professionals work within the standards and policies of their profession.
- Special education professionals seek to uphold and improve where necessary the laws, regulations, and policies governing the delivery of special education and related services and the practice of their profession.
- Special education professionals do not condone or participate in unethical or illegal acts, nor violate professional standards adopted by the Delegate Assembly of CEC.

Ethics & Conduct

All Cooperative employees are expected to maintain high standards in their school relationships, to demonstrate integrity and honesty, to be considerate and cooperative, and to maintain professional and appropriate relationships with students, parents, staff members, and others. In addition, the Code of Ethics for Illinois Educators, adopted by the Illinois State Board of Education, is incorporated by reference into this policy. Any employee who sexually harasses a student or otherwise violates an employee conduct standard will be subject to discipline up to and including dismissal.

Ethics & Gift Ban

Policy 2:105, Ethics and Gift Ban, applies to all Cooperative employees. Students shall not be used in any manner for promoting a political candidate or issue.

Prohibited Interests, Limitation of Authority, & Outside Employment

In accordance with Section 22-5 of the School Code, "no school officer or teacher shall be interested in the sale, proceeds, or profits of any book, apparatus, or furniture used or to be used in any school with which such officer or teacher may be connected," except when the employee is the author or developer of instructional materials listed with the Illinois State Board of Education and adopted for use by the Board. An employee having an interest in instructional materials must file an annual statement with the Board Secretary.

For the purpose of acquiring profit or personal gain, no employee shall act as an agent of the Cooperative nor shall an employee act as an agent of any business in any transaction with the Cooperative.

Employees shall not engage in any other employment or in any private business during regular working hours or at such other times as are necessary to fulfill appropriate assigned duties.

Employment Practices

Items to be on file prior to employment:

TMCSEA is an equal opportunity employer. Qualified applicants are considered for employment without regard to age, race, color, religion, sex, national origin, sexual orientation, disability or veteran status. The following items must be on file in the TMCSEA administrative offices before we may legally issue your first paycheck:

1. Completed TMCSEA application for employment
2. A signed contract/salary agreement
3. Appropriate certification or licensure as applicable issued by the Illinois State Board of Education and/or appropriate accrediting body.
4. Official transcripts of university credits.
5. Physical fitness examination performed by a physician licensed to practice medicine
6. A functional strength test with appropriate examination report on file
7. T.B. skin test report
8. Completion of all appropriate insurance forms
9. Completion of State and Federal W-4 forms
10. Completed Federal I-9 Employment Eligibility Verification along with a copy of Driver's License & Social Security Card
11. Completion of all appropriate Teacher Retirement System or Illinois Municipal Retirement Fund forms
12. Criminal Background Investigation/Fingerprinting; Including Fingerprinting results, State of Illinois Sex Offender Report and Child Murderer & Violent Offender Against Youth Report
13. Acknowledgement of Drug and Alcohol Free Workplace Policy
14. Acknowledgement of Abuse and Neglected Child Reporting Policy
15. Acknowledgement of Harassment Policy
16. Acknowledgement of Personal Technology & Social Media: Usage and Conduct Policy
17. Social Security 1945 form (if applicable)
18. Supplemental Insurance waiver
19. Employee Emergency Form

The Association will provide Hepatitis B vaccination at no cost to employee upon request.

Rules & Regulations

Probation Period

New non-certified employees hired into positions that are not subject to the tenure requirements of the Illinois School Code shall serve a twelve month probationary period. During the twelve month probationary period, the employees are not subject to progressive discipline.

Tenure

As prescribed by the Illinois School Code, 105 ILCS-5/24-11, full-time certified special education staff member who completes a probationary period of four (4) consecutive years (school terms) will be considered to be eligible for tenure at the start of their fifth (5) year of employment. Tenure is contingent on their hire date and its relationship to the school code.

Dismissal

As prescribed in an amendment to the Illinois School Code, 105 ILCS-5/24-11, a certified person will receive forty-five (45) days notice prior to the end of the school term that they will not be offered a contract for the coming school year. This is determined annually. A non-certified staff member will receive thirty (30) days notice.

Indication of Termination of Contract by an Employee

The employee is responsible to notify the Director, in writing, of your intentions to terminate employment as soon as possible so that a suitable replacement can be hired. As prescribed by the Illinois School Code, 10 ILCS 5/24-14, a teacher who has entered into contractual continued service may resign at any time by concurrence of the Executive Committee or by serving at least thirty (30) days written notice. However, no teacher may resign during the school term, without concurrence of the Executive Committee, in order to accept another teaching assignment.

Mandatory Reporting

Abused & Neglected Child Reporting

Any Association employee who suspects or receives knowledge that a student may be an abused or neglected child or, for a student aged 18-21, an abused or neglected individual with a disability, shall (1) immediately report or cause a report to be made to DCFS, (2) follow directions given by DCFS concerning filing a written report within 48 hours with the nearest DCFS field office. The employee should promptly notify the Director or Program Coordinator that a report has been made. Any employee who discovers pornography on electronic & information technology equipment shall immediately report it to local law enforcement. Any employee who observes any act of hazing that does bodily harm to a student must report that act to the Program Administrator, Director or designee who will investigate and take appropriate action. See Policy 5:90 Abused & Neglected Child Reporting in the Appendix.

Accountability/Responsibility

Special education staff members fulfill a dual role, an active member of the local school district in which the staff member's class or office is housed as well as a representative to the Tazewell-Mason Counties Special Education Association. In this dual role, it is necessary to receive assignments from both education agencies. Special education personnel are responsible to:

- A) The Tazewell-Mason Counties Special Education Association Policy Board and Executive Committee.
 - A special education staff member is initially responsible for following the policies, rules and regulations of the TMCSEA Policy Board and Executive Committee.
- B) Tazewell-Mason Counties Special Education Association Administration.
 - Director—The chief executive officer responsible for the administration and management of the Association's programs in accordance with the Governing Bodies' policies and directives. The Director is authorized to develop administrative procedures to implement policy.
 - Program Coordinators—Administer assigned program areas and provide direct support, supervision and evaluation of assigned staff.
- C) District Board of Education
 - The Board of Education of that district, its policies, rules and regulations and administration.

Should a conflict in assignments arise, it will be worked out with the Director, immediate supervisor and Superintendent/Principal involved.

Additional Responsibility

1. Follow all policies and procedures outlined in the staff handbook.
2. Report suspected child abuse and neglect as outlined in the TMCSEA policies.
3. Participate in ISBE mandated trainings and professional development activities as required and /or approved by immediate supervisor.
4. Report address changes: Any time an employee has a change of address the TMCSEA Administrative Office should be notified in writing.

Transportation of Students

Each Member District will have responsibility for providing transportation for disabled children residing within their district. The Director or designee will aid in the overall coordination of such transportation. The district of residence is responsible for providing the costs of transportation and for filing its own claim for state reimbursement for transportation. No TMCSEA employee may transport students in school or private vehicles unless authorized by the administration in an emergency situation.

Job Descriptions

TMCSEA employees have both general and specific job responsibilities. Employees should refer to their individual job descriptions. New employees will be given a copy of this job description by their immediate supervisor. Replacement copies may be obtained from that supervisor. If a change is made in the job description, the employee will receive a revised copy.

Personnel Evaluation

All Staff will be evaluated by their appropriate supervisor.

- 1) All staff will be evaluated according to the provisions in Association's evaluation plans for all TMCSEA personnel and requirements of the State of Illinois. Evaluation results will be shared with the staff member as required. The staff member will sign the evaluation to indicate that it has been discussed.
- 2) Local district administrators may be requested to give additional input regarding the performance of TMCSEA staff members based on their district(s).
- 3) Administrative staff is evaluated by the Director.
- 4) TMCSEA will provide performance evaluation input as appropriate to co-op programs such as DHS/STEP.

Grievance Procedures

Uniform Grievance Procedure

Please see entire Policy 2:260 Uniform Grievance Procedure in the Appendix.

A student, parent/guardian, employee or community member should notify any Association Complaint Manager if he or she believes that the Policy Board, Executive Committee, its employees, or agents have violated his or her rights guaranteed by the State or federal Constitution, State or federal statute, or policy. The Complaint Manager will attempt to resolve complaints without resorting to this grievance procedure and, if a complaint is filed, to address the complaint promptly and equitably.

Filing a Complaint

A person (hereinafter Complainant) who wishes to avail him or herself of this grievance procedure may do so by filing a complaint with any Association Complaint Manager.

Investigation

The Complaint Manager will investigate the complaint or appoint a qualified person to undertake the investigation on his or her behalf. Within 30 school business days of the date the complaint was filed, the Complaint Manager shall file a written report of his or her findings with the Director.

Decision and Appeal

Within 5 school business days after receiving the Complaint Manager's report, the Director shall mail his or her written decision to the Complainant by U.S. mail, first class, as well as the Complaint Manager. Within 10 school business days after receiving the Director's decision, the Complainant may appeal the decision to the Executive Committee by making a written request to the Complaint Manager. Within 30 school business days, the Executive Committee shall affirm, reverse, or amend the Director's decision or direct the Director to gather additional information. Within 5 school business days of the Executive Committee's decision, the Director shall inform the Complainant of the Executive Committee's action.

Grievances Under the Collective Bargaining Agreement

Employees covered by the TMCSEA Bargaining Agreement may file a contractual grievance for a complaint involving an alleged violation, interpretation or application of the terms of the bargaining agreement. See Article IV of the Bargaining Agreement between TMCSEA and the SOS-IEA-NEA.

Insurance Benefits

Full-time certified and non-certified staff shall be eligible for fringe benefits as determined by the Policy Board.

A minimum of thirty (30) hours per week is considered full-time employment, for medical, vision, dental and life insurance benefits.

- 1) Employees are provided partially paid major medical/hospitalization. Coverage for medical, hospitalization, vision and dental insurance is available for eligible dependents. The Association contributes a negotiated dollar amount per year toward the cost of dependent insurance. Employees using sick leave continue with full insurance coverage. Employees taking unpaid leave for an extended period have no insurance benefits unless the employee agrees to pay the premium and arrangements are made with the business office.
- 2) Fully paid \$40,000 term life insurance
- 3) Liability insurance as part of TMCSEA umbrella coverage
- 4) Worker's Compensation
- 5) Unemployment insurance benefits paid to eligible terminated employees

Tuition Stipend

The Board shall reimburse an employee for course work taken related to his/her job assignment in accordance with the following:

- A. The course(s) must be approved by the Director prior to enrollment. The Director shall approve courses, workshops or seminars which, in the Director's discretion, are applicable to an employee's present or potential future assignment in the Association. Further, if the Board requires an employee to fill a position utilizing a temporary or provisional certification, the employer shall approve any courses, workshops or seminars required in order for that employee to obtain permanent certification.
- B. The course(s) must be taken at an accredited college or university and must be successfully completed with appropriate notice to the TMCSEA. Only three (3) hours of online credit will be approved per semester unless online coursework is part of an administratively approved program at an accredited college or university.
- C. Tuition reimbursement is limited to not more than six (6) hours per semester during the school year and no more than six (6) hours during the summer.
- D. Reimbursement shall be at a rate equal to ISU resident tuition costs or one-half (1/2) the hourly cost at any other accredited college or university, provided that under no circumstances shall the reimbursement exceed the hourly costs.

Salaries/Payroll

TMCSEA employee salaries are recommended by the Executive Committee and approved by the Policy Board. All employees will receive written notice of their pay before the start of each school year. Pay periods are the 15th and 30th of each month. Checks are mailed from the Administrative Office on the 14th and 29th of the month, unless the 15th or 30th is a Saturday, Sunday or a holiday. In that case, they are mailed on Friday, or the day preceding the holiday. Paychecks will be mailed or available to be picked up at the Administration Office on the last working day prior to the holiday break. Checks are available in the Administrative Office during regular business hours on the 14th and 29th or that pay day. If you personally pick up your paycheck, you must sign each time that the check is issued. Direct deposit is available for all employees.

During summer office hours, regular business hours may differ. Paychecks may be picked up during those hours.

You will be receiving 24 checks starting on August 30th and ending August 15th. If you wish to receive your salary in 20 pays starting August 30th and ending June 15th, you must notify the business office in writing before August 20th prior to the new pay period you will be requesting the 20 pays. Anyone employed after November 15th in a calendar year will receive their last pay for the year on June 15th.

A TMCSEA employee wanting another party to pick up their paycheck must give written permission authorizing such action. That party must sign and date the pick up transaction.

Mileage

Tazewell Mason Counties Special Education Association will reimburse employees for documented mileage expenses related to official business at the Internal Revenue Service (IRS) standard mileage rate for reimbursable business miles. The IRS standard mileage rate includes vehicle operation costs of gas, oil, and repairs, lease payments and insurance. This mileage rate is typically revised annually by the IRS.

Reimbursable business miles are from the point of initial assignment in one building to a second or multiple school sites. Mileage reimbursement will also be paid when it is necessary to return to the building where the initial assignment occurs. Any exceptions must be approved by the Director. Expense reports must be submitted to Accounts Payable for reimbursement. All staff requesting mileage reimbursement must have a valid driver's license on file. In accordance with state law, it is mandatory for employees to wear seatbelts when operating company or personal vehicles for business use.

Professional Meetings & Conferences

Attendance at professional meetings and conferences outside the local district or those conducted by the Association is encouraged. Attendance at those meetings held during school hours must be pre-planned and approval obtained through your coordinator.

A Request to attend Professional Development form must be completed. When approval is granted, the following guidelines will prevail:

- a) When more than one staff member is attending a meeting, we encourage carpooling. The driver will be reimbursed at the currently approved mileage rate of reimbursement. The riders will receive no travel reimbursement. If traveling by rail or air, actual rail or airfare will be paid.
- b) Actual expenses should be reflected on the Request to attend form and turned in to your program coordinator with receipts for hotel/motel, meals, registration fees (excluding dues to organizations) and any other expenses incurred. Meal charges to TMCSEA cannot exceed \$35.00 per day.

Purchasing

Staff members who purchase items with a TMCSEA procurement card must sign a statement affirming that they are familiar with this Policy 4:55 Use of Credit & Procurement Cards in the Appendix.

1. Staff member completes a requisition form.
2. Appropriate coordinator approves the budgeted purchase and codes according to the chart of accounts.
3. Director approves all appropriate requisitions and checks code.

4. Staff member and Coordinator will receive a copy of the approved and signed requisition provided by the Administrative Secretary.
5. Purchase orders are entered into the Skyward Financial program and purchases are made weekly.
6. Purchase orders are used as a backup to determine whether the order is complete for payment of invoice by Bookkeeper.
7. Staff reimbursement for expenses require coordinator approval, requisition form and the original purchase receipt.
8. Monthly checks are generated the Friday before scheduled Executive Committee meetings where they are approved for payment and then to East Peoria High School District #309 Board for final approval.
9. Please refer to the Payroll/Accounts Payable schedule that is provided to all staff on opening day.

Absences

It is the responsibility of the employee to inform the operating district as well as the TMCSEA administration office daily of your absence until you have returned to work (includes call to the attendance secretary and immediate supervisor). If possible, TMCSEA staff should notify parties before 3:00 p.m. concerning the status of their absence. Upon their return, TMCSEA staff must complete a Record of Absence form. This must be done no later than five (5) working days from the time of employee's return. Absence without pay for up to five (5) days is at the discretion of the Director and requires pre-approval. Request for short-term leave requires approval of the Executive Committee.

Sick & Bereavement Leave, Personal Leave, Leave of Absence Without Pay, Professional Development

Please refer to the Agreement Between Executive Committee of TMCSEA and SOS-IEA-NEA

Sick Leave

At the beginning of each school year, each employee hired prior to June 1, 2014 shall be credited with sixteen (16) days of sick leave, the unused portion of which shall continue to accumulate to a maximum of 350 days, excluding the leave of the current school year for teachers, and a maximum of 230 days, excluding the leave of the current school year, for educational support personnel. At the beginning of each school year, each employee hired on or after June 1, 2014 shall be credited with twelve (12) days of sick leave, the unused portion of which shall accumulate to 180 days. A sick day shall be the same length as the employee's work day. Such leave shall be interpreted to mean personal illness or illness or death in the employee's immediate family or household, as described in Section 24-6 of The School Code, or death of a close personal friend. The Executive Committee or its designee may require a physician's certificate as a basis for pay during leave after an absence of three (3) days for personal illness, or as it may deem necessary in other cases as permitted by The School Code. The Association shall furnish each employee with a written statement at the beginning of each school year, setting forth the total sick leave credit. Employees suffering catastrophic injury or illness may request the Executive Committee to grant a special allocation or paid sick leave. Any such request will be considered by the Executive Committee on a case by case basis.

Personal Leave

At the beginning of each school year, each employee shall be credited with two (2) days to be used for personal business. Personal business leave days shall be allowed to accumulate to a maximum of three (3). Unused personal business leave days earned in excess of three (3) shall accumulate as sick leave days. Personal business days may be used for any purpose at the discretion of the employee. An employee planning to use a personal business leave day shall notify his/her supervisor in writing at least one week in advance, except in cases of emergency. Personal business leave days shall be available for the practice of individual religious preferences. Personal business leave days on a day immediately preceding or following a school holiday shall be considered on a first received, first granted basis. All personal day forms shall be turned into the administrative office. All personal day approvals proceeding and following holidays are subject to the availability of substitutes. No more than three (3) employees shall be on personal business leave at one time.

Leaves of Absence

Jury Leave

Any employee called for jury duty during the workweek or who is subpoenaed to testify during the workweek in a judicial or administrative matter pertaining to TMCSEA shall be paid his/her full salary for such time provided the employee pays to TMCSEA any remuneration, less mileage expenses, received for such duties for any work day that is missed.

Other Leave of Absence

All employees covered by this Agreement may be granted leaves of absence only by action of the Executive Committee. Except as provided in Policy 5:250 leaves of absence without pay may be granted based on the following conditions:

1. Requests for leave shall be in writing, stating the reason for the requested leave, and submitted to the Director, setting forth the length of the leave requested.
2. All leaves of absence shall be limited to a maximum of one (1) school year.
3. All leaves shall normally commence at the beginning of the school year or immediately after Christmas vacation, and reinstatement at other than the agreed upon time shall be at the discretion of the Executive Committee. However, in the event of adoption of a child and the employee does not receive sufficient advance notice of the delivery of the child in order for the leave to commence at a natural break in the school year, the leave shall commence the day the child arrives and will terminate at the agreed upon subsequent break in the school year providing that the employee had informed the Administration at the time of making application for an adopted child that such application was being made and thereafter kept the Administration informed as to the most likely schedule for the adoption to proceed.
4. Sick leave days shall not accrue, but unused sick leave held at the start of the leave shall be available upon reinstatement.
5. Written notice of intention to either return or resign shall be given by the employee to TMCSEA fifteen (15) calendar days prior to the end of the leave of absence. Failure to furnish such written notice shall constitute a notice of resignation.
6. An employee returning from a leave of absence without pay will be reassigned to the job classification he or she left.
7. An employee on an unpaid leave of absence may remain in TMCSEA's insurance plans, but shall pay the full premium costs for same on a monthly basis.

Arrangements may be made at the Director's discretion for time off with pay to attend the funeral of a student. Short-term leave of absence without pay, not to exceed five (5) days, may be granted at the discretion of the Director. Personal leave shall be exhausted prior to any unpaid short-term leave of absence.

Family & Medical Leave

Please refer to the Agreement Between Executive Committee of TMCSEA and SOS-IEA-NEA.

For those employees not covered:

An eligible employee may use unpaid family and medical leave (FMLA leave), guaranteed by the federal Family and Medical Leave Act, for up to a combined total of 12 weeks each year. The U.S. Department of Labor's rules (federal rules) implementing FMLA, as they may be amended from time to time, control FMLA leave.

An eligible employee may take FMLA leave for up to a combined total of 12 weeks each 12-month period measured backward from the date an employee uses any family or medical leave.

While FMLA leave is normally unpaid, the Cooperative will substitute an employee's accrued compensatory time-off and/or paid leave for unpaid FMLA leave. All policies and rules regarding these of paid leave apply when paid leave is substituted for unpaid FMLA leave. Any employee may be permitted to work on an intermittent or reduced-leave schedule in accordance with federal rules.

Work Day/Work Year

An annual calendar is approved that provides for all staff contracted days and student attendance days. Itinerant employees shall follow the Schramm Educational Center calendar or the district where contracted or housed. A specific calendar is determined by the Program Coordinator. All employees are to be punctual, arriving and leaving work at the proper designated time. These times are dependent on the assigned work site. The certified employee work day shall not exceed 7.5 hours per day, inclusive of a minimum 30 minute duty-free lunch. The non certified employees work day shall not exceed 7 hours per day, inclusive of a minimum 30 minutes duty-free lunch except working times during a work week may be flexed with administrative approval for reasons such as attending IEP meetings outside of normal working hours. Administrative Office and Schramm Educational Center Office follow established schedules. All employees working in excess of six (6) hours per day shall be entitled to two (2) ten minute breaks during the work day. Part-time employees working three (3) to six (6) hours will receive one ten minute break. For staff at the Schramm Educational Center one may leave the last day of the work week after the last student is officially dismissed. All employees are required to document time & effort working in federal programs with students with disabilities. The employee work year shall not exceed the number of contracted days, unless pre-approval has been granted at the discretion of the Director.

Substitutes

It must be recognized that provision of substitutes for special education classes and programs is dependent on your assignment and immediate supervisor.

Substitutes are secured by TMCSEA through a representative of Schramm Educational Center.

All staff who require substitutes have the following responsibilities that apply to their position:

1. Lesson plans clearly marked and available
2. Schedule of the day's activities and duties
3. Substitute folders that contain information necessary to meet the needs of students, as outlined by your immediate supervisor.

Building Security

The building has an integrated security system comprised of access control, alarm, CCTV and intercom systems. The access control system allows for keyless entry into the main East and South entrances to the building. All staff will have the responsibility of maintaining an individualized valid key card. The building alarm system is configured to notify staff of unauthorized entry and exit, including classrooms.

Technology

Proper use of telephones, voicemail and email systems are essential to effective school operation. These tools are for school business purposes. Personal use should be limited in frequency and length. Telephones, voicemail and email systems are school equipment and privacy cannot be guaranteed. Inappropriate use of technology may lead to disciplinary action.

TMCSEA Administrative office and program coordinators utilize e-mail for the purposes of communication and notification. It is an expectation of each employee to check their email & voicemail on a daily basis.

Staff may use cell phones before and after school and during breaks as long as they do not create a distraction or disruption during student instructional time or work hours. All employees must sign the Personal Technology & Social Media; Usage & Conduct policy annually.

For further information please see Policy 5:125 Personal Technology & Social Media; Usage & Conduct in the Appendix.

Identity Protection/Fraud Awareness

The collection, storage, use & disclosure of social security numbers by the Cooperative shall be consistent with State and federal laws. The Cooperative will use best efforts to comply with this policy. For further information refer to Policy 4:15 Identity Protection in the Appendix.

If any employee suspects fraud, they should report it immediately to their Program Coordinator or Director. Reports may be submitted anonymously via e-mail to tmcsea@tmcsea.org. Retaliation against employees for bringing bona fide reports or providing information about suspected fraud is prohibited.

Drug & Alcohol Free Workplace

All Cooperative workplaces are drug & alcohol-free workplaces. All employees are prohibited from engaging in any of the following activities:

1. Unlawful manufacture, dispensing, distribution, possession or use of illegal or controlled substitutes.
2. Distribution, consumption, use, possession or being under the influence of an alcoholic beverage.
3. Possession or use of medical cannabis.

The prohibition on the use of tobacco products applies for both:

1. When an employee is on school property
2. While an employee is performing work for the Cooperative at a school event regardless of the event's location.

Please Policy 5:50 Drug- & Alcohol-Free Workplace; Tobacco Prohibition in the Appendix.

Harassment

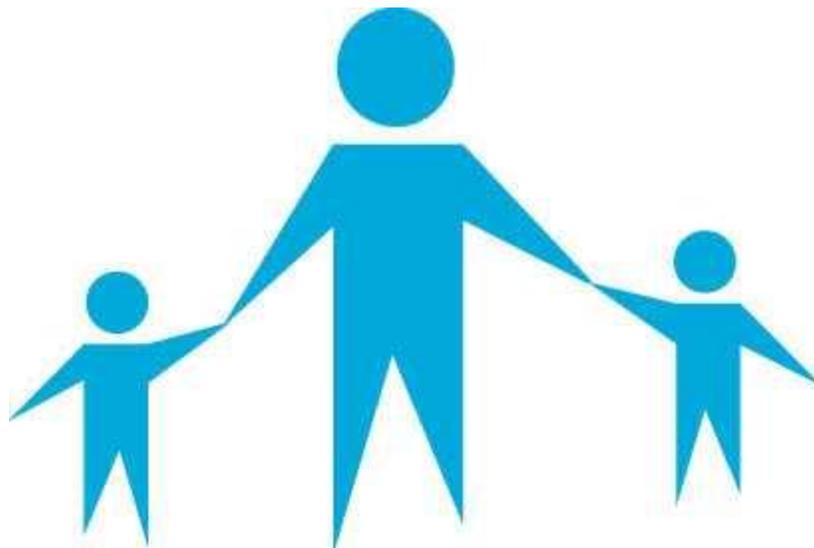
The Cooperative expects the workplace environment to be productive, respectful & free of unlawful harassment. The Cooperative shall provide a workplace environment free of unwelcome sexual advance, requests for sexual favors & other verbal or physical conduct or communications constituting harassment on the basis of sex. Sexual harassment prohibited in this policy includes verbal or physical conduct. For further information refer to Policy 5:20 Workplace Harassment Prohibited in the Appendix.

No person, including a Cooperative employee or agent, or student, shall harass, intimidate, or bully a student. The Cooperative will not tolerate harassing, intimidating conduct or bullying whether verbal, physical, sexual or visual that affects the tangible benefits of education, that unreasonably interferes with a student's educational performance, or that creates an intimidating, hostile, or offensive educational environment. Sexual harassment of students is prohibited. For further information refer to Policy 7:20 Harassment of Students Prohibited in the Appendix.

Student Services

According to the initial Public Law 94-142, and now reauthorized IDEA (Individual Disabilities Education Act), all disabled students from age three (3) through age twenty-one (21) are eligible to be provided a free and appropriate public education.

Because each child has an individual set of needs, TMCSEA has a vast array of programs and services. Our goal is to meet the needs of every special education student. TMCSEA has an experienced staff of social workers, psychologists, physical therapists, occupational therapists, speech/language therapists, health service personnel, teachers and paraprofessionals to achieve that goal.



*Adaptive Physical Education Consultation Services • Assistive Technology • Audiological Evaluations
Autism Assistance Services • CPI Training • Educational/Behavioral Strategies • Hearing Itinerant Services • Low
Incidence Diagnostic Services • Medical Review • Schramm Educational Center Placement • Nursing Consultation
Services • Occupational & Physical Therapy Services • Speech/Language Technical Assistance • Psychological
Services • Social Work Services • Transition Services/STEP • Vision Itinerant Services*

Community Based Instruction

Community based instruction (CBI) is a planned educational experience that directly relates to a student's Individual Educational Plan. The purpose of the CBI is to allow for training in the community or naturally occurring environment in a variety of functional skills including communication, academics, appropriate behavior, sensory awareness, independent functioning, and social skills.

There must be a certified person accompanying the students into the community. It is also necessary to provide supervision to the students remaining in the classroom; therefore, paraprofessionals may remain in the class with the students as long as there is a certified staff member available should an emergency arise. When possible, schedule CBI at a time when there will be a certified staff in the class. It is the teacher's responsibility to assure that the paraprofessional is provided adequate direction to meet the needs of the remaining students.

The CBI Transportation Request form must be completed in its entirety and submitted to the coordinator by the third Wednesday of each month. The coordinator will then approve the trip, secure transportation, and return the approved form to the teacher. Parents should sign a general permission slip for their child to participate in CBI's at the beginning of the school year.

In addition, teachers should notify the parents a few days prior to the CBI that the child will be going into the community.

A general practice for the number of times a student participates in CBI's is as follows:

Early Childhood	Once a month
Primary	Once a month
Intermediate	Once a month
Jr. High/High School	Twice a month
Secondary (18 y/o +)	Once per week

It is sometimes necessary to ask parents to send money to cover the cost of a particular purchase when going on a CBI. This should not become burdensome to the family nor should it ever be a reason to exclude a child from participation in CBI's. Should this become a problem, your coordinator should be contacted.

Reporting Student Progress

TMCSEA staff are required to monitor student progress as specified in their IEP. A quarterly progress report and/or regular report card will be used where applicable. TMCSEA staff are also required to fulfill State Assessment requirements. In addition, staff are encouraged to use other progress measures; i.e., work portfolio folder, anecdotal records, behavior charts and student performance data collections.

Consultation/Evaluation Services

All personnel have available consultative/evaluation services to address teacher and/or student needs. Services can be requested by completing the TMCSEA Request for Service Form, available on the website.

Available services include the following:

Adaptive Physical Education Consultation	Medical Review
Audiological Evaluation	Occupational & Physical Therapy Services
Autism Assistance Services/ADOS	Psychological Services
Crisis Prevention Institute (CPI)	Response to Intervention
Educational/Behavioral	Social Work Services
Functional Curriculum	Special Education Rules and Regulations
Hearing Itinerant Services	Speech/Language Technical Assistance
Individual Education Plans	Transition
Low Incidence Diagnostic Services	Vision Itinerant Services

Appendix

2:105	Ethics & Gift Ban
2:260	Uniform Grievance Procedure
4:15	Identity Protection
4:55	Use of Credit & Procurement Cards
5:10	Equal Employment Opportunity & Minority Recruitment
5:20	Workplace Harassment Prohibited
5:35	Compliance with the Fair Labor Standards Act
5:50	Drug & Alcohol-Free Workplace; Tobacco Prohibition
5:90	Abused & Neglected Child Reporting
5:125	Personal Technology & Social Media; Usage & Conduct
7:10	Equal Educational Opportunities
7:20	Harassment of Students Prohibited
7:180	Prevention of & Response to Bullying, Intimidation, & Harassment
7:290	Suicide & Depression Awareness & Prevention
7:340	Student Records