

# SSDHHC Employee Handbook



2009-2010

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## **ABOUT THE HANDBOOK**

The Employee Handbook is a valuable reference for all personnel at the Scranton School for Deaf and Hard of Hearing Children. It contains information about school policy, general operating procedures and employee benefits which relate to all employees.

We are confident that you will find our School to be a dynamic and rewarding place in which to work, and we look forward to a productive and successful association. We consider the employees of the Scranton School for Deaf and Hard of Hearing Children to be one of its most valuable resources. This manual has been written to serve as the guide for the employer/employee relationship.

There are several things that are important to keep in mind about this handbook. This handbook is a reference document, and its provisions are not intended to be, nor do they constitute, a legal contract or agreement. It contains only general information and guidelines. It is not intended to be comprehensive or to address all possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit, or the applicability of a policy or practice to you, you should address your specific questions to the Human Resources Department. Provisions may be modified at the School's discretion.

This handbook does not confer any contractual right, either expressed or implied, to remain in the School's employ. Nor does it guarantee any fixed terms and conditions of your employment. Your employment may be terminated at will, with or without cause and without prior notice, by the School or you may resign for any reason at any time. No one has a contract which is not "at will" unless it is stated in the agreement that it is not "at will", is signed by the Superintendent, and is for a term not covered under this policy.

**NOTE:** The hard copy of this handbook will be updated at the beginning of each school year.

# OVERVIEW

## **MISSION STATEMENT**

### **Scranton School for Deaf and Hard of Hearing Children**

#### **A Model of Private-Public Partnerships**

The Scranton School for Deaf and Hard of Hearing Children (SSDHHC) provides the highest quality educational programs and services for deaf and hard-of-hearing students of all ages, their families, and others who may benefit.

SSDHHC maintains an accessible communication climate. All staff and students interact freely without language barriers. Students participate fully in every aspect of campus life.

SSDHHC has specially trained teachers and staff who provide high quality instruction. In a caring, nurturing, yet challenging environment, students have the opportunity to reach their highest potential - academically, socially and personally.

Together with their families, we encourage students to become independent and self-supporting. We see our responsibility as: Preparing Students. For Life.

## **VISION STATEMENT**

**A Total Learning Environment for Children**

**Who are Deaf or Hard of Hearing**

### **In Our Vision:**

Our students achieve at the same levels as other children in our society.

Our students reach their highest potential in academics and citizenship.

Our students achieve independence, positive self-esteem, high personal aspirations, and pride.

## **CORE BELIEFS AND VALUES**

We Believe:

Our primary responsibilities are the education, safety, and welfare of our students.

Students who are deaf or hard of hearing experience lifelong benefits from having peer and positive role models who are also deaf or hard of hearing.

A nurturing environment and a sense of belonging to a group contribute to a child's identity, security, and positive self-esteem.

The staff is responsible for using effective communication skills that meet the individual needs of students.

Access to communication is a right for all members of the school community.

Education is a lifelong process. Comprehensive services from birth through adulthood are critical for cultivating vital life skills and instilling the desire for students to become independent adults and lifelong learners.

Hearing loss does not prevent achievement in the academic, vocational, and life skills of our students.

Parents, schools, and communities need to work as partners in the overall development of our students.

Individuals who are deaf or hard of hearing are capable of functioning in both Deaf and hearing communities.

Students have a right to a capable, competent, and motivated staff.

Students must be provided the opportunity to develop to their fullest potential.

Students must be offered a variety of academic, vocational, and social experiences to become successful and productive members of their communities.

Students have a right to learn in a safe environment where mutual respect is practiced by all.

We respect the various gifts and talents of all children

## **ADMISSIONS POLICY**

The policy of the Scranton School for Deaf and Hard of Hearing Children is to accept children from preschool thru eighth grade who have hearing losses which interfere with the development of the full communication process and result in the student's failure to achieve their potential in other educational settings. The Scranton School for Deaf and Hard of Hearing Children reserves the right to accept or reject students based upon the availability of programs appropriate for the individual student at the time of application. Residency in Pennsylvania and approval of the school district or intermediate unit and the Pennsylvania Department of Education (PDE) are required. Out-of-State applicants are considered on an individual basis.

# **EMPLOYMENT**

## **EQUAL EMPLOYMENT OPPORTUNITY**

All employment actions by the Scranton School for Deaf and Hard of Hearing Children including recruiting, hiring, job assignment, job transfers, training, promotion, compensation, demotion and termination will be conducted without regard to a person's race, color, religion, sex, gender, national origin, age, veteran status or existence of a disability which is subject to reasonable accommodation.

The School will take affirmative steps to assure compliance with this policy. The School will conduct periodic reviews of employment, compensation, training, promotion and termination practices to ensure compliance with this policy and legal requirements.

Nothing within this policy will affect the at-will nature of all employment by the School.

## **EMPLOYEE QUALIFICATIONS**

It is the policy of the Scranton School for Deaf and Hard of Hearing Children to employ qualified professional faculty and staff members. All teachers must hold Instructional I or Instructional II certification from the Pennsylvania Department of Education as a teacher of the deaf, or in a specialized area in which he/she is employed. Other professional and paraprofessional personnel in the School must hold and maintain credentials appropriate to their positions. Personnel employed through state and federal grants will comply with all assurances and regulations mandated by these agencies.

Prior to employment new hires must have up-to-date FBI, criminal and child abuse clearances, pass a drug screening and background check, and meet the minimum Sign Language Proficiency Interview (SLPI) level assigned to the position.

## **JOB POSTINGS**

It is the belief of the Scranton School for Deaf and Hard of Hearing that promoting employees from within benefits both the School and its employees. Therefore, the School has established an official policy that as of September 1, 2009, all job vacancies will be posted internally prior to publicly advertising them. Vacancies will be posted on the designated job posting board so that qualified employees with an interest in the posted position(s) may apply. Vacancies will also be posted on the Scranton School for Deaf and Hard of Hearing web page.

Job postings will include the job title, salary, department, minimum eligibility requirements, minimum and required SLPI level, and the closing date for applications. Whenever possible, the School will post openings for a period of at least 10 calendar days before the closing date. The Scranton School for Deaf and Hard of Hearing Children reserves the right to publicly advertise posted positions in order to seek applicants from outside the School regardless of whether applications from School employees have been received in response to the posting.

It is your responsibility to periodically check the job posting board and to fully complete and timely return an application for any job that you want to be considered for. Neither Administrators nor supervisors have any obligation to notify employees when jobs for which they might qualify are posted on the board.

## **POLICY ON COMMUNICATION**

Every student should be given the opportunity to grow educationally and emotionally to his/her maximum potential and to become an involved and productive member of society. At the Scranton School for Deaf and Hard of Hearing Children, our goal is to educate students so that they communicate effectively both with individuals with hearing loss and those with normal hearing and develop competency in English. To that end, we work toward providing full access to communication in an environment where each student's skills are developed to the highest level of his or her abilities.

The Scranton School for Deaf and Hard of Hearing Children recognizes the possible use of a variety of communication modes to enhance mutual understanding both in and out of the classroom. Consistent with the individualized approach to education, the selective use of all means of communication is explored, including, but not limited to, American Sign Language and written and spoken English, with or without simultaneous manual representation. Such use does not require that any single mode or language be used exclusive of all others. Instead, needs of students and specific situations should determine the language and mode to be used.

With this in mind, staff members who interact directly with students at the Scranton School for Deaf and Hard of Hearing Children are expected to follow those principles outlined below.

- At the Scranton School for Deaf and Hard of Hearing Children we have a unique obligation to teach students who use two languages, ASL and English. We recognize ASL as the language of the Deaf Community and we respect the cultural heritage from which it is derived. Within the Scranton School for Deaf and Hard of Hearing Children environment, students and staff members typically use ASL, English, or the contact language (commonly referred to as PSE) derived through the use of those languages. Students have formal instruction and/or informal exposure to ASL dependent on their individual abilities and needs. To insure consistency throughout the educational program, each staff member is expected to use the individual signs which are common to American Sign Language and/or to the local deaf community.
- Any student becomes better able to learn independently when he or she has access to information that is available through the written word. Also, students must be prepared to interact with the majority culture of this nation. Therefore, it is a primary goal for students at the Scranton School for Deaf and Hard of Hearing Children to learn the English language for the purpose of reading and writing as well as speaking. Each student receives formal instruction in and informal exposure to: vocabulary, grammar and English language use. This instruction includes reading and writing experiences. In the instructional setting, teachers provide exposure to English and encourage proficient English usage in all subject areas.
- Oral/aural communication programs are designed to meet students' capability and needs. Students have the opportunity to develop skills in oral/aural interaction. They receive instruction individually and/or in small groups to improve speech production, auditory skills, speech reading skills and to become responsible in the use and care of amplification and facilitative devices. Specific goals in these areas are integral parts of each student's individualized educational program.

- Every student, staff member, and visitor to the Scranton School for Deaf and Hard of Hearing Children has the right to open and accessible communication. Since staff members are very concerned about the developing language system of the students, they recognize that conversation between adults is both a sharing of information with each other and a model of language use and interactive behavior for students. Although exceptional situations occur, faculty and staff members must be continually sensitive to the communication needs of all those in the School and assure that, whenever possible, that mode is used which will enhance the opportunity for mutual participation within the communication environment.
- Staff members have an obligation to achieve those receptive and expressive skills necessary to assure full access to clear communication throughout the school environment. The School supports staff development by providing courses in American Sign Language, Deaf Culture, and other courses as needed.

## **COMMUNICATION POLICY GUIDELINES FOR INTERACTIVE SIGN COMMUNICATION AMONG STAFF**

The principle involved in developing guidelines related to the use of sign communication among staff is that there is a benefit to the students in seeing staff interact in signed communication. Students learn, for example, from observing the dynamics and mechanics of communication between adults. There are also practical matters that must be addressed which may relate to “off duty” time, and communication between employees whose primary responsibilities do not involve the academic program.

Although there may be exceptions, our desire is that the staff focus on the principle and cooperate in providing a welcoming, enriched, stimulating communication environment for our students. Our highest expectation is as follows:

We expect our staff to sign to the best of their abilities in public areas of the campus during the work day and at related school functions.

### **Implementation**

The following examples of the use of sign language on campus will assist individuals in interpretation of the guideline. This is not a list of exceptions; it does, however, provide examples of situations that address the practical matters mentioned above:

- The Dining Room, Dorm Hallways, and meeting areas are the primary public areas of the School. Staff should sign to the best of their abilities in these areas at all times. Private conversations should be reserved for other times and places.
- Situations where students and deaf staff are present require that staff sign.
- Campus Service staff engaged in work activities with deaf co-workers should sign to the best of their abilities at all times.

### **Discussion**

The expectation of the administration is that Scranton School for Deaf and Hard of Hearing Children staff will accept the principle behind the guideline for the benefit of all. Among the goals of the Communication Policy is to facilitate an environment where:

... faculty and staff members must be continually sensitive to the communication needs of all those in the School and assure that, whenever possible, that mode is used which will enhance the opportunity for mutual participation within the communication environment.

Supervisory staff will be able to assist with any questions related to this guideline. They will also be responsible for monitoring compliance.

## **SIGN LANGUAGE PROFICIENCY INTERVIEW (SLPI) POLICY**

The purpose of the Sign Language Proficiency Interview (SLPI) policy is to provide a mechanism that will evaluate and assure that staff has the highest level of communication skills needed to effectively communicate with and teach deaf children.

Employees must reach the required level of skills assigned to their position within a two-year time frame. If they do not, their employment will not be continued. At the time of hire, a letter of appointment shall include the required SLPI level for the position along with a statement that clearly explains that, if the SLPI level is not achieved within two years from the date of hire, the individual will be terminated.

New staff who have met their minimum level and not their required level at hire must:

1. Annually establish an improvement plan with their immediate supervisor,
2. Have a SLPI evaluation every six months.

If the employee has not met his/her required level at the beginning of the second year, a letter will be sent from the Human Resource Office with a status report of continuing employment in accordance with the SLPI policy. If the required level is NOT met within the two years from the date of hire, termination will occur unless extenuating circumstances exist as determined by the Superintendent.

Ratings from other schools and programs will not be accepted. Only evaluations and ratings by the Scranton School for Deaf and Hard of Hearing Children or the Western Pennsylvania School for the Deaf will be considered valid.

## **CODE OF BUSINESS CONDUCT**

The successful business operation and reputation of the Scranton School for Deaf and Hard of Hearing Children is built upon the principles of fair dealing and ethical conduct of our employees. Employees must adhere to appropriate legal and ethical practices at all times. Their conduct must not only be within the limits of the law, but must go beyond strict legal compliance to avoid any improper action that could affect the integrity of the School.

All employees of the Scranton School for Deaf and Hard of Hearing Children must be aware of, and conform to, the laws and ethical requirements that govern the School. Any improper activity, such as bribes, kickbacks, fraud, and false record keeping is forbidden.

Other activity which could cause the School embarrassment, adverse publicity, or public censure should be avoided, regardless of whether or not it violates the law. Employees are expected to act with integrity and use sound judgment to avoid inappropriate conduct.

### **Bribes, Kickbacks and Payoffs**

No payment, or arrangement of any kind, is allowable if it is illegal under United States law. Nor is any payment allowed, even though it may be technically legal, which could embarrass the School. This applies to all payments, direct or indirect, such as fees or other type of payments to an attorney, salesman, agent, consultant, individual or other entity when part of the payment is to be used as a bribe, kickback, or other illegal offering.

### **Conflict of Interest**

Employees may engage in activities outside of the Scranton School for Deaf and Hard of Hearing Children which do not conflict with, or impair performance of, their school duties. Employees must ensure that all business decisions are made on sound Scranton School for Deaf and Hard of Hearing Children business principles and not on private interests which could influence, or appear to influence, objective decisions.

Scranton School for Deaf and Hard of Hearing Children employees receiving stipends or special pay for providing professional services to outside parties during their regular work schedule must use pre-approved vacation or personal time.

Employees should not have a financial interest in organizations which provide goods and services to the Scranton School for Deaf and Hard of Hearing Children. Any questions regarding conflict of interest should be referred to the Superintendent.

### **Acceptance of Gratuities**

No Scranton School for the Deaf employee may solicit or accept from any supplier or potential supplier any gratuity or entertainment when the value is considered excessive and thought to exceed appropriate business practice. Sound judgment must be used when receiving unsolicited gratuities or other material.

### **Reciprocal Arrangements**

Purchasing decisions and decisions to place any supplier on a bidding list must be based solely on considerations of quality, price, service, financial responsibility and maintenance of adequate and reliable sources of supplies. Reciprocal sales or purchase agreements are strictly prohibited.

### **Disciplinary Action**

Appropriate disciplinary action will be taken against any employee who violates the Scranton School for Deaf and Hard of Hearing Children's Code of Business Conduct, which could include discharge, criminal prosecution or initiation of civil litigation.

## HARASSMENT POLICY

It is the intent of the Scranton School for Deaf and Hard of Hearing Children to provide its employees a working environment free of harassment of any kind, whether physical or verbal in nature, which is based on an individual's sex, gender, race, religion, age, national origin, veteran status or disability.

Harassment is defined as unwelcome or unsolicited verbal, physical or sexual conduct which substantially interferes with an employee's job performance or which creates an intimidating, hostile or offensive working environment. Some examples of what may be considered harassment, depending on the facts and circumstances, include the following:

- Verbal harassment, including derogatory or vulgar comments regarding a person's race, sex, gender, religion, ethnic heritage, physical appearance, age or disability; threats of physical harm; or distribution of written, electronic or graphic material having such effect.
- Physical harassment, including hitting, pushing or other aggressive physical contact, or threats to take such action.
- Sexual harassment, including unwelcome or unsolicited sexual advances, demands for sexual favors or other verbal or physical conduct of a sexual nature.

The Scranton School for Deaf and Hard of Hearing Children will not tolerate harassment of its employees by other employees or non-employees in the workplace or work-related settings. The School will investigate reports of harassment and it will appropriately discipline any employee engaging in conduct which it determined to be harassment. Such discipline may range from counseling to employment termination.

- Any employee who believes he or she has been subjected to harassment due to sex, gender, race, religion, age, national origin, veteran status or disability is encouraged to report the problem to their immediate supervisor. If a satisfactory resolution to the problem is not reached, the employee is encouraged to discuss the problem with their Department Supervisor, Director of Human Resources and Superintendent in that order. If the problem is first discussed with the employee's supervisor, the supervisor should then relay the matter to the Director of Human Resources.
- An investigation will be scheduled promptly and handled professionally. The School will endeavor to keep confidential all information obtained within the scope of the investigation.
- The Director of Human Resources shall communicate results of the investigation to the Superintendent.
- A report will be forwarded to the Board of Trustees. Disciplinary action will be in accordance with the nature of the incident. No retaliation or adverse actions will be taken against any employee who, in good faith, reports such an incident or cooperates in the investigation.

# COMPENSATION

## PAYROLL PROCEDURES

All newly hired employees are required to sign-up for direct deposit of pay. Part-time temporary employees, such as those hired for summer work, will not be required to participate in direct deposit. Details regarding direct deposit are available in the Business Office.

All school obligations are paid through the Business Office.

The Business Office should be notified of any change of an employee's address and telephone number as it occurs. Before leaving for summer vacation, the address where 10-month staff may be contacted should be filed with his/her Direct Supervisor who will forward it to the Business Office in order to mail paychecks and other information to the correct location.

Please note that receipts for donations are processed through the Development Office.

### Work Year

All employees are categorized into one of the following base pay categories:

- 187 day
- 199 day
- Full time
- Part time

### Days Worked Adjustment

Employees belonging to the 187 or 199 day categories may be scheduled to work additional days by calculating the daily pay of their base salary and multiplying it by the number of additional days scheduled. These days must be approved in advance by the appropriate supervisor.

### Full-Time Employees

Full-time employees will be paid based on working a full year, regardless of the actual number of work days in the year. Full-time employees will be paid for holidays and vacations. For the purpose of determining any first year equitable adjustments, a 261-day work year which includes vacations and holidays has been used. Holidays to be taken will be determined by the category the employee works in as shown below:

	<u>Number of days</u>		
	<u>Total</u>	<u>Holidays</u>	<u>Worked</u>
Housekeeping & Maintenance	261	15	246
Administration, Secretaries & Clerical	261	20	241

### **Holidays for Full-Time Employees**

The full-time employee holiday schedule will generally, but not necessarily, follow the same schedule as the students. The Administration and Housekeeping, Security and Maintenance departments will be working some days when the students are off. The holiday schedule will be formally determined at the beginning of each school year.

### **Work Day - Payment Basis**

For pay calculation purposes, including hourly rates, one of the following number of hours in a work day will be used:

7 hours per day

8 hours per day

### **Part-Time Employees**

Part-time employees will be paid on an hourly basis, based on hours worked.

## EMPLOYEE COMPENSATION

All members of the staff will receive salaries approved by the Board of Trustees. Salary increases are subject to budget constraints. Each year, the Superintendent's office prepares a contract or wage rate notification which is distributed to each employee. Teachers, Teacher Aides, Residential Supervisors, Housekeeping, Secretaries, Nurses, and Professional Staff will be paid according to the "Salary Scale" in effect for the current school year.

Existing employees may advance on the salary scale from one level to another only at the beginning of the school year. When an employee is hired in the middle of the year, their raise (if any) at the end of the year will be factored according to their starting date as follows:

Start-work date	Salary Scale employee	Non-scale employee
Prior to mid-year *	Employee advances to the next step on the new salary scale.	Normal increase.
Mid year * to March 31st	Employee stays at the same step, but benefits from any change in the new salary scale.	Employee receives 50% of normal increase given to other non-scale employees.
After March 31st	No increase at fiscal year end. Employee placed on next year's scale at date of hire and stays on the same step through the next year.	No increase at the end of the current fiscal year.

**\* Definition of mid-year**

Full time employee	December 31
187-day employee	January 15
199-day employee	January 25

Salaries are paid once a month, on the last business day of the month. Ten-month employees will be paid over twelve (12) months through twelve pay checks.

### Payroll Deductions

Deductions are made for Federal Income Tax, State Income Tax, and Social Security. Upon request of the employee the Business Office will make deductions for United Way contributions, tax sheltered annuities, purchase of United States Government Savings Bonds, and medical, family dental, family eye care, optional contributory life insurance, etc. Direct deposit of checks can be arranged with any financial institution that offers this service.

### Hours of Work

Scranton School for Deaf and Hard of Hearing Children will maintain work hours for its employees in accordance with Federal and State regulations, student schedules and needs, and facility requirements. Therefore, work schedules may vary from employee to employee and from department to department.

## **HOURS WORKED OVER 40 IN THE WORK WEEK**

In accordance with the Federal Labor Standards Act (FLSA), nonexempt employees are eligible to receive overtime pay at a rate of one and one-half times their regular pay for time worked in excess of 40 hours per workweek. Employees in the following categories are considered non-exempt employees; Maintenance, Housekeeping, Residential Supervisors, Nurses, Teacher Aides, Secretaries, Administrative Assistants and other clerical staff.

Approved paid absences, including but not limited to sick leave, personal leave, holiday leave, military leave, jury duty and bereavement leave are not counted as time worked for the purposes of computing overtime.

The work week is defined as beginning at 12:01 a.m. Sunday morning through 12:00 midnight Saturday. Requests for overtime must be approved by the employee's Direct Supervisor in advance. Employees working directly with students should not work more than 12 hours/day except in emergency situations as approved by the Superintendent. Copies of the approved requests for overtime must be forwarded to the Business Office.

## **WORK BEYOND NORMAL EXPECTATIONS**

Exempt employees do not receive a time and one half benefit. From time to time, they are required to work on tasks or projects beyond what is normally expected. In these instances, the Superintendent or his designee may award stipends or additional time-off to those individuals. These requests or requirements must be approved by the employees Direct Supervisor in advance. Documentation of the award will be sent to the Business Office.

# **TIME OFF**

## PERSONAL LEAVE

Three (3) personal leave days per year will be granted to teachers and other employees on a ten (10) month contract with the approval of the employee's Direct Supervisor. Staff members employed on a twelve (12) month basis will be granted four (4) personal leave days per year with the approval of the employee's Direct Supervisor.

New employees will receive their personal leave days on a prorated basis (one every three months). Personal leave for twelve (12) month employees is renewable each July provided the employee works at least five days into that new year. Personal leave for ten (10) month employees is renewable each year after the first day of school provided the employee works at least five days into that new year.

The following restrictions apply to personal leave days:

- Paid personal days may be used in minimum increments of one-quarter day.
- No leave without cause the day before or the day after a holiday.\*
- No leave without cause during the first two weeks (the week ten-month staff return and the week students return) or last week of school.\*
- At least one week notice is required except in emergency situations.

\*The following are considered to be reasonable causes for requesting personal days immediately preceding or following a holiday or during the first two or last week of school:

- Disasters (fires, flood, extremely severe weather, etc.)
- Religious holiday
- House closings (one {1} day per school year, non-accumulative)
- Wedding for self, father, mother, son or daughter (one {1} day)
- Legal for personal liability only (one {1} day)
- College graduation for self, spouse, father, mother, son or daughter (one {1} day per year).

Reasonable causes are not limited to the above reasons. The Superintendent will make the final determination.

Personal days (leave with pay) not used by an employee at the end of a school year shall convert to sick leave days and be added to the employee's accumulated sick leave.

## **SICK LEAVE**

Scranton School for Deaf and Hard of Hearing Children provides paid sick leave benefits to all regular full-time employees for periods of temporary absence due to illnesses or injuries. Eligible employees on ten (10) month contracts will accrue sick leave benefits at the rate of 10 days per year (1 day for every full month of service/first year of employment). Eligible staff members employed on a twelve (12) month basis will accrue sick leave benefits at the rate of 12 days per year.

During the first year of service, new hires will accrue one sick day for each full month of service. Sick leave for twelve (12) month employees is renewable each July provided the employee works at least five days into that new year. Sick leave is renewable for ten (10) month employees each year after the first day that ten (10) month staff returns provided the employee works at least five days into that new year.

Unused days of such leave will be accumulated from year to year up to seventy (70) days in any working year. Unused sick and personal leave in excess of seventy (70) days per year will be purchased from employees each year. Teachers, administrators, counselors, nurses, and professional employees will receive \$70 per unused sick days; and all others will receive \$60 per unused sick day.

Paid sick leave can be used in minimum increments of one-fourth day. Eligible employees may use sick days for an absence due to their own illness or injury or to care for a son, daughter, husband, wife, mother, father or for a family member who resides in the employee's household. In the event that an employee exhausts all of his/her accumulated sick days, the employee's personal days and vacation days will be used as needed.

Employees who are unable to report to work due to illness or injury should notify their Direct Supervisor before the scheduled start of their workday. Teachers are to notify the Administrative Assistant to the Principal. The Direct Supervisor must also be contacted on each additional day of absence.

If sick leave is for a period of three (3) days or more, a physician's statement is required providing the dates of disability and a return to work date. A written release from the treating physician listing any restrictions is required following any absence due to surgery or a serious medical condition. All physicians' statements are to be given to their Direct Supervisor who will then inform the Director of Human Resources that a medical excuse or release has been received. The medical release will then be sent to the Director of Human Resources to be filed in the employee's medical file. Any medical information is held in strictest confidence.

Sick day benefits are intended solely to provide income protection in the event of maternity, illness or injury and may not be used for any other absence. To protect against possible abuse, the School reserves the right at any time to require medical certification of disability of the employee or the individual for whom the employee has used this benefit.

## DONATION OF SICK AND PERSONAL DAYS

Employees may donate accumulated sick or personal days to a specified employee who is unable to work due to a catastrophic illness or injury. This program provides a means for employees to share accumulated sick and personal days with other employees. Once the employee is eligible under Long Term Disability, donations will cease.

*“Catastrophic illness or injury” means an illness or injury, as certified by a licensed physician that will incapacitate the employee for more than 30 work days on a consecutive or intermittent basis.*

### **To request a donation:**

The employee must meet the following requirements:

- Must be employed at SSDHHC full-time
- Must have completed at least one year of employment with SSDHHC
- Must have exhausted all of his/her paid sick, personal and vacation days

The requesting employee must submit a written request for donated sick/personal days to the Business Manager. Requests for donation forms are available in the Business Dept. The School physician will make the determination of the employee's eligibility for donated time under the “catastrophic illness or injury” definition provided above. If eligible, the Business Manager and Payroll clerk will determine the number of paid days needed. The Business Manager will inform the employee of his/her eligibility in writing along with the number of paid sick days needed prior to Long Term Disability benefits eligibility. The Donation of Sick Days team will informally broadcast the employee's request for sick/personal days and the number of days needed to the employee's peers.

### **To make a donation:**

A signed statement indicating the number of earned sick/personal days you wish to donate and the recipient of the donation is to be submitted to the Business Office with your supervisor's authorization. A limit of five (5) sick/personal days per fiscal year may be donated by each employee to fellow employees. These days may be donated in any full-day increments and more than once, but cannot exceed the total of five (5) days per fiscal year. Donation forms are available in the Business Dept.

The donation of sick/personal days to another employee must be done on a voluntary basis. Once the donation is made, it is irrevocable.

Based on the request, donated time off will be provided to an employee on a week-to-week basis. The donated sick/personal days can only be used as sick days related to the catastrophic illness or injury by the designated recipient. The unused donated sick days will not be eligible for reimbursement

## **FAMILY AND MEDICAL LEAVE (FMLA)**

It is the policy of the Scranton School for Deaf and Hard of Hearing Children to grant up to 12 weeks of family and medical leave during any 12-month period to eligible employees in accordance with the Family and Medical Leave Act of 1993 (FMLA) and up to 26 weeks of leave in any 12-month period in compliance with the expansion of FMLA under The Support for Injured Service Members Act of 2007.

### **Eligibility**

All employees who have been employed by the Scranton School for Deaf and Hard of Hearing Children for at least 12 months and have worked at least 1250 hours in the last twelve (12) month period immediately preceding the commencement of the leave are eligible for a Family Care Leave.

### **Reasons for Family Care Leave**

Employees may take a Family Care Leave for any of the following reasons:

1. the birth of a son or daughter and in order to care for such son or daughter
2. the placement of a son or daughter with you for adoption or foster care
3. to care for a spouse, son, daughter, or parent with serious health condition
4. because of your own serious health condition which renders you unable to perform the functions of your position
5. because of a covered family member's active duty or call to active duty in the Armed Forces

An employee whose spouse, son daughter or parent either has been notified of an impending call or order to active military duty or who is already on active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service. Reasons related to the call-up or service includes helping the family member prepare for the departure or caring for children of the service member. The leave may commence as soon as the individual receives the call-up notice. This type of leave would be counted toward the employee's 12-week maximum of FMLA leave in a 12-month period. Employees requesting this type of FMLA leave must provide proof of the qualifying family member's call-up or active military service before leave is granted.

6. to care for an injured or ill service member

This leave may extend up to 26 weeks in a 12-month period for an employee whose spouse, son, daughter, parent or next-of-kin is injured or recovering from an injury suffered while on active military duty and who is unable to perform the duties of the service member's office, grade, rank or rating. Next-of-kin is defined as the closest blood relative of the injured or recovering service member. An employee is also eligible for this type of leave when the family service member is receiving medical treatment, recuperation or therapy, even if the service member is on temporary disability retired list.

Employees requesting this type of FMLA leave must provide certification of the family member or next-of-kin's injury, recovery or need for care. This certification is not tied to a serious health condition as for other types of FMLA leave. This is the only type of FMLA leave that may extend an employee's leave entitlement beyond 12 weeks to 26 weeks. Other types of FMLA leave are included with this type of leave totaling the 26 weeks.

Leave because of 1 and 2 must be completed within the 12-month period beginning on the date of birth or placement. When both spouses are employed by the Scranton School for Deaf and Hard of Hearing Children and both request leave because of reasons 1, 2, 3 or 5, they are limited to a combined total of 12 weeks leave during any "rolling" 12-month period. When both spouses are employed by the Scranton School for Deaf and Hard of Hearing Children and both request leave because of reason 6, they are limited to a combined total of 26 weeks leave during any "rolling" 12-month period.

### **Notice of Leave**

If need for a leave is foreseeable, employees must give 30 days prior written notice. If need for leave is not foreseeable, employees must give notice as soon as practicable (within 1 to 2 school days of learning of the need for leave). Failure to provide the proper Family Care Leave forms may delay the start of such leave. Family Care Leave forms which must be used are available in the Business Office.

### **Medical Certification**

Employees requesting a leave of absence because of their own or a family member's serious health condition must supply appropriate medical certification. Medical Certification Forms are available in the Business Office. The School will notify employees if any medical certification is necessary and the applicable due date (within 15 days after notification and before the leave starts if 30 days notice has been given; otherwise, within 2 business days of the notice of need for leave). Failure to provide requested medical certification in a timely manner may result in denial or delay of leave. Scranton School for Deaf and Hard of Hearing Children, at its expense, may require an examination by a second health care provider designated by the School. If the second health care provider's opinion conflicts with the original medical certification, Scranton School for Deaf and Hard of Hearing Children, at its expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. Scranton School for Deaf and Hard of Hearing Children may require subsequent medical recertification in accordance with applicable regulations.

### **Determining Paid and Unpaid Leave**

1. the birth of a son or daughter and in order to care for such son or daughter

A mother who is absent from work due to disability must use all parental leave days, sick days, personal days, and unused vacation before any unpaid leave is necessary. If at the end of the disability the mother requests additional leave or a reduced or intermittent return to work to care for the child in accordance with the FMLA, all unused personal days and vacation must be used before the commencement of additional leave, or reduced or intermittent schedule. The Family Care Leave must be completed within twelve months from the date of the disability.

A father must use all parental leave days, personal days and unused vacation for the year before any unpaid time off is granted.

2. the placement of a son or daughter with you for adoption or foster care

All parental leave days, unused personal days and unused vacation for the year must be used before any unpaid FMLA time off is granted. The total length of unpaid FMLA leave will be 12 weeks. If both parents are employed by Scranton School for Deaf and Hard of Hearing Children, both parents are eligible for a combined total of 12 weeks FMLA unpaid leave.

3. if needed to care for a spouse, son, daughter, or parent with a serious health condition

All unused sick days, personal days and unused vacation must be used before any unpaid FMLA time off is granted. The total length of unpaid time off will be 12 weeks. Additional unpaid leave may be granted at the discretion of the Superintendent. Such leave of absence may be intermittent or on a reduced schedule as explained below.

4. because of your own serious health condition which renders you unable to perform the functions of your position

If an employee requests unpaid FMLA time off after using all sick days, all unused personal days and all unused vacation, the total length of unpaid time off will be 12 weeks. Additional unpaid time may be granted at the discretion of the Superintendent. Leave may be intermittent or on reduced schedule as explained below.

5. a covered family member's active duty or call to active duty in the Armed Forces

All unused personal days and unused vacation must be used before any unpaid FMLA time off is granted. The total length of unpaid FMLA leave will be 12 weeks.

6. to care for an injured or ill service member

All unused sick, personal and vacation days must be used before any unpaid FMLA time off is granted. The total length of unpaid FMLA leave will be 26 weeks.

### **Intermittent Leave or a Reduced Work Schedule**

A leave of absence may be taken intermittently (in separate blocks of time due to a single health condition) or in a reduced leave schedule (reducing the usual number of hours worked per workweek or workday) if medically necessary. If leave is unpaid, the Scranton School for Deaf and Hard of Hearing Children will reduce an employee's salary to reflect the amount of time actually worked. In addition, while an employee is on an intermittent or reduced schedule leave, the Scranton School for Deaf and Hard of Hearing Children may temporarily transfer an employee to an alternate position which better accommodates the employee and the School during the period of recurring leave. Such position will have equivalent pay and benefits.

### **Benefit Continuation**

During an approved Family Care Leave, the Scranton School for Deaf and Hard of Hearing Children will maintain an employee's benefits for the entire time the employee is using paid leave (sick, personal and vacation days). In addition, the School will maintain the employee's benefits for the period of unpaid FMLA leave as if such employee were continually at work. If a portion of the leave of absence is a paid leave, the Scranton School for Deaf and Hard of Hearing Children will continue taking payroll deductions. During any such period a leave is unpaid, the appropriate contributions must be made by check payable to Scranton School for Deaf and Hard of Hearing Children. Once leave is requested, the Business Office will notify the employee of the payment process. Health care coverage will cease if any payment is more than 30 days late. An employee who elects not to return to work at the end of any unpaid leave must reimburse the Scranton School for Deaf and Hard of Hearing Children for the cost of maintaining coverage during the leave, unless a serious health condition or other circumstances beyond an employee's control preclude a return to work.

### **Returning from Leave**

If an employee takes leave because of his/her own serious health condition, medical certification is required indicating an ability to return to work. Employees failing to provide appropriate documentation will not be permitted to resume work until it is provided.

An employee who takes leave under this policy will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms, and conditions of employment upon their return to work within or immediately following the FMLA leave.

The company may choose to exempt certain key employees from this requirement and not return them to the same or similar position.

## **PARENTAL LEAVE**

A paid parental leave for the birth or adoption of a child will be provided to eligible Scranton School for Deaf and Hard of Hearing Children employees who work at least 30 hrs./week and have at least one year of service. The parental leave is a two-time benefit only.

### **Paid Maternity Leave**

Following the birth/adoption of a child, the mother will be granted one week of paid maternity leave upon written request. The employee shall notify her supervisor and the H.R. Director in writing of her desire to take such leave, and except in cases of emergency, shall give at least thirty (30) calendar days notice prior to the date on which her leave is to begin. Paid maternity leave must be taken within six weeks of the birth/adoption of a child.

Any additional paid time off will be charged to sick, personal and vacation days. After the paid time off is exhausted, the employee is eligible for unpaid FMLA leave as stated in the School's FMLA Policy.

### **Paid Paternity Leave**

Following the birth/adoption of a child, the father shall be entitled to two days of paid paternity leave. The father should give at least five (5) calendar days notice to his supervisor and the H. R. Director prior to the date on which the leave is to begin, except in cases of emergency. Paid paternity leave must be taken within one week of the birth/adoption of the child.

Any additional paid time off will be charged to personal and vacation days. After the paid time off is exhausted, the employee is eligible for unpaid FMLA leave as stated in the School's FMLA Policy.

## **BEREAVEMENT LEAVE**

In the unfortunate event of a death in the employee's immediate family, a leave of absence of up to four (4) days with pay will be granted. These four days are to be taken consecutively and include the day of the funeral or memorial service. For this purpose, employee's immediate family is defined as: spouse, parent, brother, sister, child, grandchild, parent-in-law, sister-in-law, brother-in-law, near relative residing in the same household or person with whom the employee has made his/her home. If additional days are needed for the death of an immediate family member, sick, personal, or vacation days may be used.

Up to two (2) days of absence with pay will be granted for the death of the employee's grandparent. If additional days are needed, sick, personal, or vacation days may be used.

One (1) day leave of absence with pay will be granted for the death of a near relative. Near relative includes: niece, nephew, employee's first cousin, employee's aunt, employee's uncle and spouse's grandparent. If additional days are needed for the death of a near relative, personal or vacation days should be used. Vacation or personal days should be used for spouse's first cousin, spouse's uncle, spouse's aunt and all other deaths not covered in the above.

Twelve-month employees may use vacation days in lieu of sick or personal days for all other deaths not covered in the above.

Request for bereavement leave must be made to the employee's Direct Supervisor who in turn will notify the Human Resources Department and the Business Office. Exceptions will be made at the discretion of the Superintendent. Proof of death and relationship to the deceased may be required.

## **JURY DUTY**

A leave of absence for jury duty will be granted to any full-time or part-time employee who has been notified to serve on jury duty. During this leave, employees will be compensated by payment of an amount equal to the difference between their jury duty pay and their regular salary. An employee on jury duty is expected to report to work any day he/she is excused from jury duty.

Upon receipt of the notice to serve jury duty, the employee should immediately notify his/her supervisor, as well as the Human Resources Department. Additionally, a copy of the notice to serve jury duty should be attached to the employee's attendance record for attendance purposes.

Upon the employee's return, the employee must notify Human Resources and must submit a signed Certificate of Jury Service indicating the number of days served.

If the jury duty falls at a time when the employee cannot be away from work, the School may request that the court allow the employee to choose a more convenient time to serve if he/she makes a request in accordance with the court's procedures.

## **MILITARY LEAVE**

The Uniformed Services Employment and Reemployment Rights Act protects the job rights of individuals who voluntarily or involuntarily leave employment positions to undertake military service or certain types of service in the National Disaster Medical System. USERRA also prohibits employers from discriminating against past and present members of the uniformed services, and applicants to the uniformed services.

An employee who is a member of the United States Army, Navy, Air Force, Marines, Coast Guard, National Guard, Reserves or Public Health Service will be granted an unpaid leave of absence for military service, training or related obligations in accordance with applicable law. (Employees on military leave may substitute their accrued paid leave time for unpaid leave.) At the conclusion of the leave and upon the satisfaction of certain conditions, an employee generally has a right to return to the same position he or she held prior to the leave or to a position with like seniority, status and pay that the employee is qualified to perform.

### **Continuation of Health Benefits**

During a military leave of less than 31 days, an employee is entitled to continued group health coverage under the same conditions as if the employee had continued to work. For military leave of more than 30 days, an employee may elect to continue his/her health coverage for up to 24 months of uniformed service, but may be required to pay all or part of the premium for the continuation of coverage. (Note: Employees or dependents who elect to continue their coverage may not be required to pay more than 102% of the full premium for the coverage elected. The premium is to be calculated in the same manner as that required by COBRA.)

Scranton School for Deaf and Hard of Hearing Children shall not discriminate or retaliate against any employee who:

- Is a past or present member of the uniformed services
- Has applied for membership in the uniformed services
- Is obligated to serve in the uniformed services

In addition the Scranton School for Deaf and Hard of Hearing Children shall not retaliate against anyone assisting in the enforcement of USERRA Rights, including testifying or making a statement with a proceeding under USERRA, even if that person has no service connection.

## RELIGIOUS HOLIDAYS

The Scranton School for Deaf and Hard of Hearing Children recognizes that its staff may include adherents of many faiths, and that observance of religious holidays is an important part of religious practice for many staff members. This policy will insure that all staff members are able to practice their religion free from penalty.

Staff members whose conscientious religious observance of major holidays requires that they be absent from school shall be permitted to do so if they request a day off for religious leave.

This request must be submitted to their supervisor at least two weeks in advance. The school will attempt to honor all requests within reason, and the leave will not be counted as a personal day. (This policy does not cover the religious beliefs of spouses whose beliefs differ from that of the Scranton School for Deaf and Hard of Hearing Children's employee.)

Examples of major religious holidays not accounted for by SSDHHC's calendar are the Jewish holidays Rosh Hashanah, Yom Kippur, the first day of Passover, and the Muslim holidays Eid al-Fitr and Eid al-Adha.

## **OFFICIAL REPRESENTATIVE OF THE SCHOOL**

From time to time certain staff members may be asked by the School to be its official representative at a meeting, workshop, or conference. In these instances, where the school has asked a staff member to be its official representative, the School will reimburse the employee for all expenses incurred.

## **PROFESSIONAL LEAVE**

Staff at the Scranton School for Deaf and Hard of Hearing Children are encouraged to seek ways to improve their skills and stay abreast of new techniques. The Scranton School for Deaf and Hard of Hearing Children is committed to provide a complete professional development program here on campus and to encourage staff, as much as possible, to attend additional classes, workshops and seminars held off campus. The employee's Direct Supervisor will evaluate each request as to its relevancy to their position, the programs offered at the Scranton School for Deaf and Hard of Hearing Children and its appropriateness. Any such classes, workshops or seminars lasting more than two working days must be approved through the Superintendent's office prior to attendance.

Approval for attendance will be based on the number of staff out in any one day campus wide, the number of days that person has been off during the year, availability of subs, and the financial cost/benefit of the program. As a general guideline, five professional days a year will be the maximum allowed for general attendance.

Staff members may attend out-of-state workshops on a biennial basis (every other year), contingent upon available funds. Out-of-state travel must be approved through the Superintendent's office prior to attendance.

Within one month after returning from any workshop, seminar, etc., the staff person, at the discretion of his/her immediate supervisor, should either submit a written report or make a brief presentation to his/her peers.

A staff member presenting at a conference is viewed differently and will not be subject to the above guidelines. All presentations, however, must be approved by the Principal at the time of the "call for papers." All out-of-state presentations must also be approved through the Superintendent's office prior to submitting the proposal.

Up to four of the five days a year of Professional Leave may be granted, with the approval of the Superintendent, for Professional Leave that is not directly related to the employee's current position or to benefit the students (i.e. PSAD, State Advisory Committees, etc.).

## **SUMMER PROFESSIONAL MEETINGS**

From time to time summer professional workshops such as the Convention of American Instructors of the Deaf or the Pennsylvania Educators of Students Who are Deaf and Hard of Hearing (PESDHH) are held. Upon application to the program and approval by the employee's Direct Supervisor, staff wishing to attend these meetings may request reimbursement from the School for registration fees involved.

## **VACATIONS FOR 12-MONTH EMPLOYEES**

Unless otherwise noted, administrative, clerical, maintenance and housekeeping staff are considered to be twelve-month employees. Employees in this category will be entitled to two weeks of paid vacation per year. Twelve-month employees who have completed eight continuous calendar years of service will be entitled to three weeks of paid vacation after the anniversary date of their hire.

### **Administrative Staff**

Administrative Staff are expected to take the bulk of their vacation when school is not in session, if possible. The Administrative Assistant to the Principal will maintain a master schedule of administrative staff vacations.

### **Requesting Vacation**

Requests for vacation should be submitted to the employee's supervisor two weeks in advance. The supervisor may refuse to grant any vacation that is requested during a time frame that would present a hardship on the department or the school. Vacations will not be approved during the first two weeks (the week ten-month staff return and the week the students return) and the last week of school unless they are for emergency situations. All emergency situations must be approved by the Superintendent.

### **New Employees**

New employees hired prior to Oct. 1 are eligible for two weeks of paid vacation at the start of the new fiscal year (July 1). If hired after October 1, they will accrue one day of paid vacation for each full month of employment up to June 30 of that fiscal year which can be used after July 1 of the new fiscal year.

Vacations must be taken in the fiscal year (July 1- June 30); vacation not taken is lost.

## **EXCUSED DAYS DUE TO EXTRAORDINARY CONDUCT BY A STUDENT**

An employee who misses work as a direct result of injuries that occurred due to extraordinary conduct by a student may apply for up to five (5) excused days per year. Upon application to and approval by the Superintendent, the employee will be excused without loss of salary, accumulated Disability Leave or Leave With Pay, starting with the second day of absence due to the injury but not for a period to exceed five working days. The employee must be able to document that the injury resulted from extraordinary conduct of a student; the conduct must be substantiated by the staff member's Direct Supervisor; and the employee must be under the direct care of a physician for a condition that resulted from the extraordinary student conduct. In some cases, Worker's Compensation benefits may apply.

## **UNEXCUSED LEAVES OF ABSENCE**

Any leave taken by an employee that does not fall into the leave with pay category or the leave without pay category will be considered an unexcused absence and will be recorded as such. This includes vacation travel by 10-month employees during the school year and unexplained absences.

# **BENEFITS**

## **DISCLAIMER**

The School has established a variety of employee benefit programs designed to assist you and your eligible dependents in meeting the financial burdens that can result from illness and disability and to help you plan for retirement. This portion of the Employee Handbook contains a very general description of the benefits to which you may be entitled as an employee of the School. Please understand that this general explanation is not intended to, and does not, provide you with all the details of these benefits. Therefore this Handbook does not change or otherwise interpret the terms of the official plan documents. Your rights can be determined only by referring to the full text of the official plan documents, which are available for your examination from the Business Office. To the extent that any of the information contained in this Handbook is inconsistent with the official plan documents, the provisions of the official documents will govern in all cases.

Please note that nothing contained in the benefit plans described herein shall be held or construed to create a promise of employment or future benefits, or a binding contract between the School and its employees, retirees or their dependents, for benefits or for any other purpose. All employees shall remain subject to discharge or discipline to the same extent as if these plans had not been put into effect.

Scranton School for Deaf and Hard of Hearing Children reserves the right, in its sole and absolute discretion, to amend, modify or terminate, in whole or in part, any or all of the provisions of the benefit plans described herein, including any health benefits that may be extended to retirees. Further, the School reserves the exclusive right, power and authority, in its sole and absolute discretion, to administer, apply and interpret the benefit plans described herein, and to decide all matters arising in connection with the operation or administration of such plans.

For more complete information regarding any of our benefit programs, please refer to the Summary Plan Description, which was provided to you separately or contact the Business Manager.

## HEALTH INSURANCE

Employees who are scheduled to work 30 hours/week or more are offered health benefits at 20% of the cost of the premium; the School covers 80% of the premium cost. Individual or Family plans are available to those employees.

Employees who are scheduled at least 20 hours/week but less than 30 hours/week are offered medical benefits for the employee only. The School will pay for 45% of the cost of the premium, and the employee will be responsible for the remaining 55% of the cost.

## HEALTH INSURANCE FOR DEPENDENT CHILDREN

Dependent children of Scranton School for Deaf and Hard of Hearing Children employees may be carried on the Scranton School for Deaf and Hard of Hearing Children medical insurance policy up to the time they are 19 years of age or 25 years of age if a full-time student.

When a dependent child is 19 years of age or older and is no longer a full-time student, the Payroll Department processes a change to remove the student from the parent's policy. At that time the former student has three options described as follows.

**Option 1:** The former student will be offered COBRA coverage under the School's policy. The former student will be required to pay premiums directly to EBDS (Highmark) and will receive the identical coverage afforded all Scranton School for Deaf and Hard of Hearing Children employees. Under COBRA this coverage may continue for 18 months.

**Option 2:** Highmark will send out a letter to the former student offering a separate policy. The terms and benefits will be completely separate from the Scranton School for Deaf and Hard of Hearing Children's policy. Payment under any such policy would be made directly to Highmark.

**Option 3:** The former student may find insurance through a different carrier. Basically, the former student has 60 days to find such insurance. This is the result of the 60-day period in the COBRA letter. This means the former student, can retroactively accept COBRA and Highmark will re-instate coverage back to the date it was discontinued. As such, a healthy former student might find alternate coverage in the 60 day period and not be required to retroactively re-instate coverage (and save the premium dollars). On the other hand, a former student who incurs a health problem would contact EBDS (Highmark) and exercise his COBRA option. This, of course, would require the back payment of prior premiums. However, this gives the former student the option of deciding whether the medical premiums or the medical treatments are cheaper.

## DENTAL AND VISION INSURANCE

Employees scheduled to work 20 hours/week or more are covered by the School's dental and vision plans. The School contributes to the entire cost of the premium for the employee. Family coverage is available at a cost to the employee. For a full description of these benefits, please contact the Business Office.

## BENEFITS FOR PART-TIME EMPLOYEES

Part-time employees who work at least 20 hours/week but less than 30 hours/week are eligible for the following benefits:

**Medical Insurance:** For the employee only, the School will pay 45% of the cost of the premium for the health plans offered. The employee will be responsible for the remaining 55% of the cost.

**Dental and Vision Insurance:** Will be available to the employee only with the School paying the full cost of the premium. A family dental plan is available at the School's rate with the employee paying for the extra coverage.

**Retirement:** Part-time employees will be eligible to participate in the School's retirement plan through the Pennsylvania School Employees' Retirement System (PSERS) if they meet the number of hours required by PSERS. Please check with the Business Office.

Part-time employees scheduled to work 30 hours/week or more will be eligible for the same benefits as full-time employees.

## HEALTH INSURANCE FOR PERSONS NOT ACTIVELY AT WORK

The School will continue to pay 80% of the medical insurance benefits for which it had been paying for an employee and/or dependents for a period of three (3) months in the event any of the following occurs:

1. the employee is furloughed.
2. the employee is granted a leave of absence under the School's Family and Medical Leave policy\*.
3. the employee is disabled and is unable to work.\*
4. the employee is receiving Workers' Compensation and is not at work.
5. the employee is terminated (except for termination due to willful misconduct).

This policy does not include a payment towards dental and/or vision insurance. It is a payment towards the health insurance of an employee for the benefits which had been paid by the School for that person at the time the above occurred.

After the exhaustion of the health care benefits described herein, the employee may apply for COBRA benefits if eligible.

\*During an approved Family Medical Leave for the serious health condition of the employee, SSDHHC will maintain an employee's benefits during the time that the employee is using paid leave (sick, personal and vacation days.) In addition, SSDHHC will maintain the employee's benefits for the 12-week period of unpaid FMLA leave as if such employee were continually at work.

## **MEDICAL INSURANCE FOR RETIREES**

Employees who retire under the Pennsylvania Public School Employees' Retirement System (PSERS) from the Scranton School for Deaf and Hard of Hearing Children and have met the criteria below may purchase medical, eye care and dental insurance at the School's cost for employee and dependents from the employee's date of retirement until employee's death. The retiree must:

- have been granted a disability retirement benefit by PSERS or
- have retired with at least 30 years of credited service, or
- have retired under normal (superannuation) status

Medical, eye care and dental insurance may be any insurance plan option currently offered by the School. Premium payments must be made by check payable to SSDHHC prior to the 1st of each month. Coverage will cease if any payment is more than 30 days late. These plan options are subject to change during the course of retirement.

## **WORKERS' COMPENSATION INJURIES**

The School is covered under statutory state Workers' Compensation Laws. Should you sustain a work-related injury, no matter how minor you think it may be, you should:

- Notify your Direct Supervisor and the Human Resources Department within 24 hours
- Complete an Incident Report and send copies to the Human Resources Office, School Nurse and Direct Supervisor
- Report to the Health Center for evaluation, if mobile.

If you suffer a work-related injury, Scranton School for Deaf and Hard of Hearing Children's insurance carrier shall pay for reasonable surgical, medical services and supplies.

In order to insure that your medical treatment will be paid by Scranton School for Deaf and Hard of Hearing Children or its insurance representatives, you must select from one of the health care providers on our Panel of Providers.

If continued treatment is necessary, the first 90 days of treatment must be with one of the providers on the list.

After the 90-day period, if you still need treatment, you may choose to go to another non-designated provider if: (a) you notify the Human Resources Department within 5 days of your visit to the provider of your choice and (b) your licensed physician or practitioner of the healing arts files reports as required. These reports must be filed within 10 days after your visit and at least once a month for as long as treatment continues.

If you are being treated by one of the physicians listed and you are referred to another physician, Scranton School for Deaf and Hard of Hearing Children or its insurance representatives will pay for these services.

If you are faced with a medical emergency, you may secure assistance from a hospital or health care provider of your choice. Follow-up care, if needed, must be sought with one of the designated health care providers for the first 90 days.

Upon approval of the Superintendent, employees may use their sick days to supplement for lost wages (up to 80%) due to a Workers' Compensation injury. SSDHHC will not provide compensation beyond normal take-home pay.

## **TEMPORARY MODIFIED DUTY**

SSDHHC is committed to providing work, when possible, for employees who have been restricted by a health care provider due to a work-related injury or illness. Such work will be provided subject to availability. Work will be assigned due to the nature of the injury or illness and the limitations set forth by the treating physician. However, productive work must be available and scheduled for an employee to work within their restrictions.

Every effort will be made to place employees in positions within their own departments, but if necessary, employees will be placed wherever an appropriate position is available.

While on temporary modified duty, employees will continue to receive their regular rate of pay. Employees who are placed outside their department will continue to have their salary charged to their regular department.

Employees on temporary modified duty must furnish a written update of their medical condition to the Director of Human Resources from the treating physician after each visit in order to remain in the reassigned job. Being placed on temporary modified duty assignment does not excuse an employee from following all rules and regulations.

## **LONG TERM DISABILITY**

The School carries long term disability insurance for employees who are not able to return to work after more than sixty (60) days of temporary disability leave. Benefits are sixty (60) percent of the employee's current salary. See the Business Office for detailed information.

## **LIFE INSURANCE**

Group Life Insurance and Accidental Death and Dismemberment Insurance are provided for employees who work at least 20 hours/week. The life insurance coverage provided for employees is two times your annual salary, but not less than \$50,000. There is a 35% reduction of coverage at age 65, with an additional 15% reduction at age 70.

The School contributes the entire cost of the life insurance premium. This insurance may be continued after retirement or termination of employment without a medical examination if you apply directly through the insurance company within 31 days of your last day worked. The employee will pay the cost of the premium directly to the insurance company. Please consult the Business Office for details.

## **LIABILITY INSURANCE**

Faculty and staff members are covered through a broad liability insurance program to \$5,000,000. Although this insurance is good personal protection, it is not a substitute for your own personal liability insurance, and it is not a substitute for good judgment. Proper control of students on field trips or on the campus is still the responsibility of the faculty member in charge of those students. Staff should be aware that, in general, the liability insurance does not apply to intentional infliction of bodily injury or that arising out of sexual abuse/molestation, corporal punishment or other physical or mental abuse.

## **EMPLOYEE ASSISTANCE PROGRAM (EAP)**

Scranton School for Deaf and Hard of Hearing Children cares about the health and well-being of its employees and recognizes that a variety of personal problems can disrupt their personal and work lives. Therefore, the Scranton School for Deaf and Hard of Hearing Children will provide confidential and voluntary assistance to all full-time and part-time employees and their family members who may be faced with dynamic challenges of financial concerns, legal issues, alcohol or drug problems, marital problems, illness of a family member, emotional worries, child care problems, etc. Family members include the employee's spouse and dependent children.

### **Self Referral**

Employees and family members can refer themselves to the Employee Assistance Program (EAP). The program may be reached 24 hours a day on weekdays and weekends.

EAP counselors are available to meet with employees or family members to assess a problem and develop a plan for resolution. The counselors may suggest a referral to an outside resource, such as a therapist, physician, treatment facility or other professional that would be appropriate to assist in resolving the problem or situation. Where an employee may be in need of information, a referral or suggestion may be made over the telephone. There is no charge for employees or their families to use the services of the EAP.

Employees who need to visit the EAP during regular work hours must use sick, vacation or personal time. If illness is involved, sick, vacation, personal and FMLA time may be used for treatment or rehabilitation on the same basis that it is granted for other health problems.

The EAP counselors will make every effort to coordinate referral for ongoing treatment with the employee's health insurance coverage as well as his/her ability to pay.

### **Scranton School for Deaf and Hard of Hearing Children Referral**

Supervisors have the option to suggest using the Employee Assistance Program in certain circumstances where they suspect that an employee's job performance is being impaired by personal problems.

If the job performance does not improve, the supervisor can require that an employee be evaluated by the EAP and follow the care recommendations that are necessary to solve the employee's problems. Depending on the situation, the employee may accept or refuse participation in the EAP. However, there may be situations where continued employment at the Scranton School for Deaf and Hard of Hearing Children may be contingent upon the employee calling the EAP for assistance.

Participation in the School's EAP Program does not jeopardize job security or promotional opportunities. However, it does not excuse the employee from following School policies and procedures or meeting required standards for satisfactory job performance except where specific accommodations are required by law.

**REMINDER:** All contact between an employee and the EAP is held strictly confidential. In cases where an employee's continued employment is contingent upon calling the EAP, the EAP counselor will only verify whether or not the employee has contacted the EAP and, if ongoing treatment is necessary, that the employee is following through on the treatment.

## **TAX SHELTER ANNUITY OPTION**

The tax deferred annuity program (403B) enables school personnel to divest part of their income and shelter it from taxes until retirement or otherwise withdrawn by the participant. Information on tax shelters is available in the Business Office.

## **U.S. SAVINGS BONDS**

Employees may have funds deducted from their pay for the purchase of U. S. Savings Bonds. Applications are available in the Business Office.

## **PSERS PENSION PROGRAM**

Scranton School for Deaf and Hard of Hearing Children participates in the Pennsylvania Public School Employees' Retirement System (PSERS). To be eligible, all hourly employees must work no less than 500 hours per year; all salaried employees are eligible. PSERS has specific definitions of part-time and full-time employees. Please contact the Business Office for additional information. The cost of this program is shared by the employee, the School and the Commonwealth. The amount of the retirement benefits is based on the average of your highest three years of salary and number of years of service. Since there are a number of retirement options, you should consult the PSERS booklet available in the Business Office for details.

## SSDHHC RETIREMENT BONUS PLAN

Employees of the Scranton School for Deaf and Hard of Hearing Children retiring under the Pennsylvania Employees' Retirement System will qualify for a retirement bonus of \$650 per year of credited service with Scranton School for Deaf and Hard of Hearing Children (maximum 30 years) under the following conditions:

1. The employee is retiring under PSERS. If the employee has been laid off, dismissed, or if he/she is resigning for any reason other than retirement, the individual is not eligible for the retirement bonus.
2. The employee must submit his/her plans to retire in writing to the Superintendent on or before April 1 of the calendar year during which he/she will retire.
3. If the employee returns to work for the School, years toward a second bonus would be calculated upon his/her date of reemployment.

### Computation of Bonus

The size of the bonus will be computed in the following manner:

1. \$650 will be credited for each full year of service at SSDHHC (maximum 30 years). A prorated sum will be computed for partial years.
2. Any accumulated sick leave will be converted to a bonus premium at the rate of \$70 per day of accumulated leave (maximum 70 days).

### Example

Employee X has worked at SSDHHC for 30 years. The employee has decided to retire. He/she has accumulated 70 days of sick leave.

Years of service	30 x \$650	=	\$19,500
Accumulated sick leave	70 x \$70	=	<u>\$ 4,900</u>
Total Retirement Bonus			\$24,400

## **TUITION REIMBURSEMENT POLICY**

### **Purpose**

The purpose of the tuition reimbursement policy is to provide staff members with opportunities for professional growth and continuous learning. Tuition reimbursement will be provided to eligible Scranton School for Deaf and Hard of Hearing Children employees who work at least 30 hrs./week and have at least one year of service. As of July 1, 2009, tuition reimbursement will increase to \$5,000 per year "for credit college courses" which are directly related to the role and function of the individual's position at the Scranton School for Deaf and Hard of Hearing Children or as approved by the Superintendent.

Tuition reimbursement includes tuition, required lab fees, technology fees, studio fees, etc., that are necessary for full participation in and benefit from the course itself. Registration or matriculation fees, student activity fees, health fees, books, residential costs, etc. are not covered as part of tuition reimbursement.

Only "for credit college courses" will be eligible and must be taken through an accredited college, university or community college. Scranton School for Deaf and Hard of Hearing Children will not duplicate any reimbursement made by other means i.e. scholarship, OVR, etc. Scranton School for Deaf and Hard of Hearing Children will reimburse only the difference still owed by the employee up to \$5,000/year. Additional courses, workshops, in-services providing CEU's will not be eligible for reimbursement.

### **Procedures**

Staff members interested in tuition reimbursement must complete a tuition reimbursement form prior to taking the class. The immediate supervisor must sign the form indicating that the course is related to the person's job. The form is then sent to the Superintendent for final approval. All approvals need to be secured prior to taking the course.

Upon completion of the course, the staff member will submit proof of a grade of "C" (2.0 equivalent) or better along with a copy of the bill/receipt to the Business Office, and the reimbursement will be provided.

# **ON THE JOB**

## **DRESS CODE**

Research indicates that employees who dress in a professional manner generally command greater respect and are held in higher esteem by students and members of the general public. Therefore, the Scranton School for Deaf and Hard of Hearing Children encourages all employees to use good judgment and professionalism in their dress and appearance during regular working hours.

### **NEVER wear list**

Short shorts or mini skirts (above finger tip length), tank tops, halter tops, crop tops, tube tops, T-shirts or sweat shirts with offensive messages, spandex, ripped clothing or clothing with holes, dirty clothing, clothing that allows for midriff or underwear exposure, and sexually revealing clothing are never considered appropriate.

### **NEVER grooming list**

No visible body piercing (nose, tongue, eyebrow, lip). Ear piercings are allowed.

No visible inappropriate tattoo.

No unnatural colored hair (green, pink, blue, etc.)

Casual attire such as flip-flops, bib overalls, sweat pants (except for PE), sleeveless shirts (male), jeans, walking shorts and gym shoes are not permitted when school is in session. (Gym shoes may be permitted when school is in session with written proof of medical necessity.)

However, the Superintendent may designate some casual dress days (Fridays, In-service days, etc.). Appropriate casual wear including jeans, walking shorts and sneakers are accepted attire on those designated days.

Due to the nature of their jobs, physical education teachers, residential supervisors, housekeeping staff and maintenance staff may wear jeans, walking shorts, and nice T-shirts on a daily basis. However, they are encouraged to use discretion in the selection of appropriate attire.

## **ZERO TOLERANCE SMOKING AND TOBACCO USE POLICY**

Smoking and tobacco use is prohibited in all Scranton School for Deaf and Hard of Hearing Children buildings, school vehicles on or off campus, personal vehicles parked on school property, and on all property owned, leased or under the control of the Scranton School for Deaf and Hard of Hearing Children in response to Act 128 of 2000.

This policy shall apply to employees, students and visitors alike. The prohibition against student tobacco use includes possession of tobacco in any form.

- Tobacco includes a lighted or unlighted cigarette, cigar, pipe or other smoking product or material and smokeless tobacco in any form.

Because the use of tobacco in any form by students, employees and visitors on school property may constitute a violation of state law, the Board, by and through the School's administrative staff, shall notify students, employees and visitors as well as evening school and summer program enrollees of this ZERO TOLERANCE SMOKING AND TOBACCO USE POLICY by publishing this information in the Employee Handbook, Student Handbook and/or Student/Parent Newsletter as well as on posters and signs in and about the buildings.

Any student or employee of the Scranton School for Deaf and Hard of Hearing Children violating this policy may be subject to disciplinary action and prosecution before a District Magistrate. Any visitor violating this policy may be subject to removal from Scranton School for Deaf and Hard of Hearing Children owned property and/or prosecution before a District Magistrate.

## DRUG AND ALCOHOL POLICY

The Scranton School for Deaf and Hard of Hearing Children provides a safe and productive environment for all students and employees. It is the policy of the School that employees shall not be involved with the unlawful use, possession, sale, or transfer of drugs or narcotics in any manner that may impair their ability to perform assigned duties or otherwise adversely affect the School. Further, employees shall not possess alcoholic beverages in the workplace or consume alcoholic beverages in association with the workplace or during work time. If we are to continue to fulfill our responsibility to provide reliable and safe services to our students and a safe work environment for our employees, employees must be physically and mentally fit to perform their duties safely and efficiently.

Employees are expected to report for work and remain at work in condition to perform assigned duties free from the effect of alcohol and drugs.

- Alcohol abuse or illegal drug use and its physiological effects represent a threat to the well-being and security of employees and students and could cause extensive damage to the School's reputation and community standing.
- Any involvement with alcohol/drugs that adversely affects the School will not be tolerated.
- Off-the-job illegal drug activity or alcohol abuse that could have an adverse effect on an employee's job performance or that could jeopardize the safety of the students, other employees, the public, or the School's relations with the public will not be tolerated.

Illegal drugs are those drugs defined as illegal under federal, state, or local laws; they include, but are not limited to:

- Marijuana
- Heroin
- Hashish
- Cocaine
- Hallucinogens

The use, sale or personal possession (e.g., on the person or in a desk or vehicle) of illegal drugs while on the job, including rest periods and meal periods, or on School property is a dischargeable offense and may result in criminal prosecution. Any illegal drugs found will be turned over to the appropriate law enforcement agency.

All employees are required, as a condition of employment, to abide by the policy and to report any criminal conviction for drug-related activity in the workplace no later than five days after a conviction. "Conviction" means a finding of guilt including a plea of *nolo contendere*. The School must notify the appropriate federal agency of any criminal convictions of employees for illegal drug activity in the workplace within ten days of learning of a conviction.

Any employee convicted of delivery of a controlled drug or possession of a controlled drug with intent to deliver will be terminated from employment within 30 days (Pennsylvania Act 191 of 1988).

Drug tests will be conducted as a routine part of the post-employment physical examination for all new hires prior to employment. New hires must satisfactorily pass the drug screen prior to reporting to work. Offers of employment may be made, contingent upon satisfactorily meeting these requirements. If the drug screening procedures indicate the presence of drugs or controlled substances, the applicant will not be considered further for employment.

For the well-being of students of the Scranton School for Deaf and Hard of Hearing Children and to provide them with positive role models, employees of the School, volunteers, chaperones or other individuals acting on the School's behalf are not permitted to consume alcoholic beverages while supervising, caring for, or attending SSDHHC-sponsored, student-related events. Such events include: student proms, carnivals, camp outings, sporting events, and other similar events which take place on or off of the SSDHHC campus. Infractions will subject employees to disciplinary action.

The use or personal possession (e.g., on the person or in a desk or vehicle) of alcohol or drugs during work time or on School property is a dischargeable offense.

## **STUDENT/STAFF INTERACTION**

Every student enrolled at the Scranton School for Deaf and Hard of Hearing Children is an expression of the trust and confidence that his/her parents have placed in this School. Every school employee is expected to serve as a role model for the student. Use of good judgment and avoidance of actions that might jeopardize one's integrity is expected. Actions to be avoided, but not limited to:

- Presentations of inappropriate gifts to students
- Suggestive or inappropriate e-mails to students
- Dating students
- Inappropriate comments
- Ongoing electronic or personal conversations with students
- Inappropriate personal discussions
- Flirting

Any behavior deemed to be inappropriate or behavior that over steps the boundaries of a student/staff relationship on or off campus, during or outside of school hours, with or without the consent of the student's parents, whether or not the student has reached the age of majority may result in disciplinary action up to, and including, termination.

## **CELL PHONES, INSTANT MESSENGERS AND OTHER PERSONAL COMMUNICATION DEVICES**

A variety of telecommunication services are provided by the Scranton School for Deaf and Hard of Hearing Children for staff use consistent with the educational objectives of the School including cell phones, instant messages (IMs), TTYs, VRSs, etc.

Personal use of Scranton School for Deaf and Hard of Hearing Children provided telecommunication equipment is discouraged except in emergency situations.

Scranton School for Deaf and Hard of Hearing Children recognizes that some employees may not have immediate access to communication devices provided by the School and may need to be easily accessible to their children and other family members in cases of emergency situations via personal cell phones, text messengers or other personal wireless communication devices. In cases of personal emergency situations that might necessitate the need for use of personal communication devices during scheduled working hours, please see your Direct Supervisor.

The use of cell phones or IMs (both personal and school owned) while driving a school vehicle or while driving your own vehicle for school business is strictly prohibited. If you need to use a hand-held communication device while driving, exercise recommended safety practices by pulling off to the side of the road before doing so.

Failure to comply may result in disciplinary action.

Note: The Student/Staff Interaction Policy on page 66 of the "Employee Handbook" relates to this policy.

## INTERNAL AND EXTERNAL ELECTRONIC COMMUNICATIONS

Scranton School for Deaf and Hard of Hearing Children (SSDHHC) provides and maintains the following forms of electronic communication, messaging agents and electronic facilities: internal and external electronic mail (e-mail), instant messages (IMs), video relay systems (VRSs), telephone voice mail, TTY, Internet access, and computer hardware and software. As a condition of providing the previously identified communications access to its employees, SSDHHC places certain restriction on workplace use of the same.

The internal communication systems, as well as the equipment and data stored, are and remain at all times the property of the School. Accordingly, all messages and files created, sent, received or stored within the system should be related to School business and are and will remain the property of the School.

The School reserves the right to retrieve and review any message or file composed, sent or received. It should be noted that although a message or file is deleted or erased, it is still possible to recreate the message. Therefore, ultimate privacy of messages cannot be assured to anyone. Although electronic mail and voice mail may allow the use of passwords for security, confidentiality cannot be guaranteed. It is possible for messages to be retrieved and viewed by someone other than the intended recipient. Furthermore, all passwords are known to the School as the system may need to be accessed by the School in the absence of an employee.

Employee-users may not install or download any software that is not authorized by SSDHHC. Installation of all software programs must be requested through the Learning Center Director at WPSD.

The only e-mail client program to be used on the SSDHHC network is Quick Mail. Other e-mail client programs (e.g., Outlook Express, AOL, etc.) are not to be used unless approved by the Superintendent for business purposes.

When utilizing e-mail or instant messages, etiquette is important. The strategies for effective e-mail communication are as follows:

- communicating urgent matters for immediate response, to communicate with several people quickly or any other time-sensitive matter;
- keeping all messages as brief as possible will minimize reading time for the recipient, therefore, keeping communication efficient;
- avoid communicating through e-mail or IMs on a sensitive subject that should be addressed in person, if possible;
- communicate confidential information in another form other than e-mail or IMs;
- read all messages and respond regularly;
- ensure that messages are deleted or saved; the server should not be used to permanently store messages.

While SSDHHC encourages employee use of the Internet, its use is restricted to the following:

- to communicate with employees, vendors, or clients regarding matters within an employee's assigned duties;
- to acquire information related to, or designed to facilitate the performance of regular assigned duties; and
- to facilitate performance of any task or project in a manner approved by an employee's supervisor.

The content of e-mail, instant messages, voice mail or TTY messages for any file may not contain anything that would reasonably be considered offensive or disruptive to any employee. Offensive content would include, but is not limited to, sexual comments or images, racial slurs, gender-specific comments or any comments that would offend someone on the basis of their age, sex, sexual orientation, religious or political beliefs, national origin, or disability.

Regarding Internet, e-mail, and IM access and usage, be advised that use of the Internet, e-mail and IMs provided by SSDHHC expressly prohibits the following:

- chat/client programs and chat/instant messaging;
- the use of SSDHHC accounts to receive listserv e-mail and SSDHHC mail addresses for junk mail;
- dissemination or printing of copyrighted materials, including articles and software, is violation of copyright laws;
- offensive or harassing statements or language including disparagement of others based on their race, national origin, sex, sexual orientation, age, disability, religious or political beliefs;
- sending or soliciting sexually-oriented messages or images;
- visiting sexually explicit websites or other websites unrelated to the performance of regular or expanded job duties at SSDHHC;
- operating a business, usurping business opportunities or soliciting money for personal gain;
- sending chain letters;
- gambling or engaging in any other activity in violation of local, state or federal law;
- Sending emails to "all staff" unless it is clearly school related and necessary for all staff to read. Please contact your Direct Supervisor in advance for permission;
- Replying to "all" if you get a message that has been sent to "all staff."

Violations of any guidelines listed above may result in disciplinary action up to and including termination. If necessary the School will advise appropriate legal officials of any illegal violations

## **WORKPLACE VIOLENCE**

The Scranton School for Deaf and Hard of Hearing Children Deaf provides a safe environment for all employees and students. To ensure a safe workplace and to reduce the risk of violence, all employees should review and understand all provisions of this workplace violence policy.

### **Prohibited Conduct**

We do not tolerate any type of workplace violence committed by or against employees or students. Employees are prohibited from making threats or engaging in violent activities.

The following list of behaviors, while not inclusive, provides examples of conduct that is prohibited.

- Causing physical injury to another person
- Making threatening remarks
- Aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress
- Intentionally damaging employer property or property of another employee
- Possession of a weapon while on school property or while on school business
- Committing acts motivated by, or related to, sexual harassment or domestic violence
- Horseplay

### **Reporting Procedures**

Any potentially dangerous situations must be reported immediately to the Principal or the Dean of Students. Reports can be made anonymously, and all reported incidents will be investigated. Reports or incidents warranting confidentiality will be handled appropriately and information will be disclosed to others only on a need-to-know basis. All parties involved in a situation will be counseled, and the results of investigations will be discussed with them. The School will actively intervene at any indication of a possibly hostile or violent situation.

While we do not expect employees to be skilled at identifying potentially dangerous persons, employees are expected to exercise good judgment and to inform the Dean of Students or Principal if any employee exhibits behavior which could be a sign of a potentially dangerous situation. Such behavior includes but is not limited to:

- Discussing weapons or bringing them to the workplace
- Displaying overt signs of extreme stress, resentment, hostility or anger
- Making threatening remarks
- Sudden or significant deterioration of performance
- Displaying irrational or inappropriate behavior

Threats, threatening conduct, or any other acts of aggression or violence in the workplace will not be tolerated. Any employee determined to have committed such acts will be subject to disciplinary action, up to and including termination. Non-employees engaged in violent acts on the school premises will be reported to the proper authorities and fully prosecuted.

## **PARKING**

Parking is a privilege presently afforded to employees of the Scranton School for Deaf and Hard of Hearing Children. A school employee may park in the closest available parking area to his/her work station, or, in the case of a campus resident, in the closest available parking area to his/her campus housing, not in violation of school, city or state traffic laws and regulations. The following regulations apply to campus driving and parking:

- All vehicles driven on campus shall be operated in a safe manner. All drivers shall observe campus speed limits and traffic regulations.
- An employee, who is not a campus resident, may park a personal vehicle on campus overnight after notifying the Dean of Students, who will designate the area in which the vehicle may be parked.
- The Dean of Students may suspend parking privileges in designated campus parking lots for the purpose of repairs, maintenance, and snow removal, etc.
- Vehicles may NOT be parked in spaces where prohibited or reserved for specific purposes or where prohibited on specified days or at specified times of the day.
- All vehicles must be parked properly and safely locked.
- An employee's parking privilege is limited to one vehicle at a time. No extra or inoperable vehicles may be left on campus.
- SSDHHC is not responsible for fire, theft, or personal liability for the vehicles parked on campus or for their contents.

Warning tickets will be issued by campus security for moving or parking violations on SSDHHC property. After three warning tickets, the driver may lose his/her campus parking privileges (moving violations) or the vehicle may be towed at the owner's expense (parking violations).

This policy shall apply to SSDHHC and visitors alike. All groups using SSDHHC facilities will be made aware of this policy.

## **ABSENCE FROM WORK DUE TO WEATHER CONDITIONS**

Because we have residential students, it is rare that SSDHHC closes school or has a delay due to weather conditions. In the event SSDHHC does have a delay or does close, however, staff and students are informed via television and radio broadcasts presently listed with WNEP, WYOU, and WBRE. Make-up days will be scheduled for days missed so that our students will meet the 180-day school attendance mandate.

We expect that our staff will use their best judgment when there is need to drive in bad weather. During the week, even if all schools in the local area are closed, our residential students will be here. It is greatly appreciated if staff can make it to work, though we do not expect them to place their lives at risk. Should some staff wish to stay on campus and help with student needs rather than risk a drive home, we can make accommodations.

If staff are not able to come to work due to the weather or road conditions in their area, they may choose either a personal day or a sick day for that absence.

School delays due to freezing temperatures are for students only. Staff are expected to report to work at their regularly scheduled starting times.

# **POLICY ON MANAGEMENT OF HUMAN IMMUNODEFICIENCY VIRUS (HIV) INFECTION AND AIDS IN THE SCHOOL SETTING**

## **I. Introduction**

The Scranton School for Deaf and Hard of Hearing Children, through its policies and procedures, has the responsibility to safeguard, as much as possible, the health of all students and employees of the School. The administration, in consultation with the Lackawanna County Health Department (LCHD), has developed this policy related to the management of students with communicable disease including the Human Immunodeficiency Virus (HIV) and AIDS.

The general provisions of the policy, regarding treatment of blood and body fluids, and the involvement of the Health Department relate to all communicable diseases. Confidentiality procedures may not be required to the same level and degree as mandated for HIV and AIDS, however, any information regarding students and employees should be handled confidentially and in a professional manner.

## **II. General Principles**

### **A. School Attendance and Employment**

Because HIV is not spread by casual contact, barring special circumstances (e.g., a serious secondary infection such as TB), students or staff members who are infected with HIV should attend the classroom or work in the position to which they would be assigned normally.

The terms infected student, infected school employee, and infected individual are used in this policy to apply both to persons who have been diagnosed with clinical AIDS and to persons who have asymptomatic HIV disease.

There shall be no discrimination in employment based on having an HIV infection or AIDS or the perception of being infected. In accordance with The Americans with Disabilities Act of 1990, an employee with HIV infection is welcome to continue working as long as he/she is able to perform the essential functions of the position, with reasonable accommodation if necessary. Employees with HIV-related illness shall retain eligibility for all benefits that are provided for other school employees with long-term disease or disability.

For most infected school-aged children, the benefits of an educational setting outweigh the very minimal risk of transmission of HIV to others in the school setting, and the risk of the infected student acquiring other potentially harmful infections from the school environment.

This policy is based on a commitment by the Lackawanna Health Department that it will monitor the status of any patient with HIV infection in the school setting, and take immediate steps to eliminate the possibility of transmission should the patient's condition require it.

### **B. HIV, Athletics and School Sponsored Activities**

The privilege of participating in physical education classes, athletic programs, competitive sports, and recess is not conditional on a person's HIV status. School authorities will make reasonable accommodations to allow all students, including those living with HIV infection, the opportunity to participate in school-sponsored physical activities. All employees must consistently adhere to infection control guidelines in the school setting. Athletic rule books will reflect these guidelines and First Aid kits must be available for emergency use. It is recommended that all physical education teachers and athletic program staff will complete an approved first aid and injury prevention course that includes implementation of infection control guidelines. Student orientation about safety on the playing field will include guidelines for avoiding HIV infection.

### **C. Evaluating Students and Employees Infected With HIV**

Written permission from the infected individual or the parent/guardian shall be obtained before HIV-related information may be shared between the LCHD and SSDHHC. When school authorities or the LCHD learn of a student or employee who is HIV infected, a standard procedure should be followed to determine if there is any secondary infection or any condition that may pose a risk. This process includes arranging a meeting in which the Superintendent, a representative from the SSDHHC, the infected individual and parent/guardian, and the individual's physician decide what, if any accommodations or changes should be made. This decision is based on the assessment of risk by the LCHD and the child's physician. If there is no recognized risk, the person's educational program or job assignment should not be altered. If it is determined that there is a recognized risk, the same group will develop accommodations tailored to the individual's situation. The LCHD will assist in the periodic monitoring of the individual's health status.

### **D. Confidentiality**

Under Act 148 of 1991, no person who obtains confidential HIV-related information in the course of providing any health or social service can release that information except as authorized by the Act. This is a sweeping general rule against disclosure that will be interpreted broadly to cover a wide range of institutions, individuals and situations. The Act protects the privacy of almost any kind of information that links a person to an HIV test, HIV disease, any opportunistic infection or AIDS, or that could identify a person as having some kind of HIV-related condition, including information about a person's sex or needle-sharing partners, as long as that information is held by a person providing a health or social service or who gets the information pursuant to a release. The term "health or social service" is intended to be read broadly. It includes health care, social work, case management, counseling, insurance and welfare assistance. Given the breadth of the statute, other services - such as schools, legal services, and job programs - are assumed to be covered. Anyone is free to release HIV-related information about him/herself to anyone they please in any way they like. If the recipient is providing a health or social service, or if the release comes in writing as specified in the Act, the recipient is bound by the confidentiality rule of the Act. A copy of Act 148 can be obtained in the Business Office.

### **E. Testing**

Routine screening for diseases that are not spread by everyday contact, such as HIV infection or AIDS, is not warranted. A screening test will not be required as a condition of continued school attendance or employment.

### **F. Infection Control**

In order to protect everyone in the school environment, standard infection control procedures will be followed. The standard guidelines will be the most recent published by the U.S. Public Health Service Centers for Disease Control. That being the document entitled "Guidelines for Prevention of Transmission of Human Immunodeficiency Virus and Hepatitis B Virus to Health-Care and Public Safety Workers", June 23, 1989. SSDHHC shall also comply with the Occupational Safety and Health Administration's (OSHA) Blood Borne Pathogen Standard effective March 6, 1992.

### **G. Training**

SSDHHC will provide opportunities for staff and parents to become better informed about HIV infection and AIDS. Staff members, in particular, must understand HIV disease and be updated on a regular basis. In addition, all school personnel should know how to properly clean up blood/body fluid spills/discharges in the school setting.

## **G. Policy Review and Implementation**

This policy will be reviewed on a regular basis to take into account any new medical information or legal requirements that may be applicable.

### **III. Procedures**

#### **A. General Information**

Despite the fact that HIV/AIDS is listed as a communicable disease by the Disease Control Center in Atlanta, the HIV virus is not highly contagious. The virus is only known to be transmitted by sexual contact, sharing of contaminated hypodermic needles by intravenous drug users, and infected blood or blood products. HIV is not transmissible in schools under normal circumstances. An infected person is not a threat to others in a classroom or in any other social setting because HIV is not spread by casual contact.

#### **B. Procedures for Students**

The following procedures are based on current evidence that the HIV virus is not transmissible by students within the school setting.

1. The LCHD will monitor the status of any student with the HIV virus within the school setting.
2. When the LCHD arranges a meeting with the student's parents or guardians, the Superintendent, appropriate SSDHHC staff members, and the student's physician will identify a course of action that will be in the best interests of the student.
3. The student with HIV/AIDS should be allowed to attend school in his/her usual classroom setting unless the LCHD and the student's physician deem otherwise.
4. Where appropriate, the Nursing Supervisor or designated staff member will function as the on-site liaison with the student's physician and the LCHD, and the student's advocate in the school, e.g., insure the student's physical well-being, and answer questions.
5. The school must respect the right to privacy of the individual; therefore, knowledge that a student has HIV/AIDS shall be confined to those persons with a direct need to know. These persons will be provided with appropriate information concerning such precautions as may be necessary and shall be made aware of confidentiality requirements of State legislation Act 148 of 1991.
6. All SSDHHC employees will follow the rules of confidentiality even if some public knowledge of the case exists. No one may:
  - a. Make public statements or issue written releases about this student.
  - b. Discuss this situation with anyone outside those who need to know (including other employees or parents).
7. A student with HIV/AIDS who is temporarily removed from the classroom on the advice of the LCHD will be evaluated to determine an appropriate alternative-education program until the Health Department determines that the risk has abated and the student can return to the classroom.
8. A student with HIV/AIDS, as with any other immunodeficient student, may need to be removed from the classroom for his/her own protection when cases of measles, chicken pox or other serious communicable diseases are occurring in the school population. This decision should be made by the student's physician and parent/guardian in consultation with the school nurse and the LCHD.

9. Blood or other body fluids emanating from any student should be treated cautiously. Established procedures should be used to clean up after a student has an accident or injury at school.

10. Employees will receive periodic information relative to this AIDS Policy and Procedure and current medical findings. This information should be disseminated at staff meetings.

### **C. Procedure for Employees**

The following procedures are based on current evidence that the HIV/AIDS virus is not transmissible by employees within the school setting. If the infected individual is a SSDHHC employee:

1. If SSDHHC becomes aware of an employee who is an infected individual, SSDHHC shall not discriminate against the employee by reason of such employee being an infected individual or perceived as such.
2. It is understood that the LCHD monitors the risk of disease transmission for all communicable diseases in Lackawanna County, and SSDHHC will follow the recommendations of LCHD on a case-by-case basis.
3. If it is determined that the infected employee is physically incapable of continued participation in his/her day-to-day work duties, that employee's participation will be discontinued immediately and SSDHHC procedures for utilization of sick leave and disability benefits will be implemented. The employee's confidentiality must be maintained.
4. Confidentiality must be maintained. No record that an employee is infected shall appear in his/her personnel file. No verbal or written statements will be made to anyone outside of those involved in the meeting.
5. All SSDHHC employees will follow the rules of confidentiality, even if some public knowledge of the case exists. No one may:
  - a. Make public statements or issue written releases about this employee.
  - b. Discuss this situation with anyone outside those who need to know (including other employees).

These procedures will be reviewed on a regular basis to take into account any significant medical information that becomes available. Anyone found not complying with these procedures will be subject to progressive disciplinary action that could result in employment termination.

## **EMPLOYEES' RIGHTS AND RESPONSIBILITIES**

In addition to assurances on personnel selection, employee relations, and non-discrimination as described in separate policies, the Board expects to provide an orderly process for resolving employee-related problems that may occur from time to time in accomplishing the work of the School. This process should reduce the likelihood of arbitrary judgment of an employee's questionable actions or of misunderstanding an employee's lack of appropriate response when this is in question. The objective is to reach a quick and mutually agreeable solution to conflicts and to get on with the educational objectives of the School.

Discussions will be held concerning conflicts which arise at the School and a thorough investigation will take place. The resolution of these problems may take a variety of options including:

- A discussion between the supervisor and the employee involved
- A written statement copied to the employee and filed in the employee's personnel file
- Suspension without pay

### **Discharge**

Suspension and discharge are such serious matters that a full written report must be given to the Superintendent for careful review. This review occurs automatically for client/client abuse, intoxication or drug use on the job, sexual harassment, violating the rights of others, disregard for work-related responsibilities or willful misconduct. In all cases, the employee will be notified of the problem as documented. The Board expects to protect the employees from unjust charges and to encourage the growth of a safe and productive educational environment.

The above procedure is only a guideline, is not all-inclusive, and is not intended to apply to every situation. The above guidelines are not meant to change, and do not change, the employment-at-will relationship.

## **OUTSIDE EMPLOYMENT**

An employee may hold a job with another organization as long as he/she satisfactorily performs his/her job responsibilities with SSDHHC. All employees will be judged by the same performance standards and will be subject to SSDHHC's scheduling demands, regardless of any existing outside work requirements.

If SSDHHC determines that an employee's outside work interferes with performance or the ability to meet the requirements of SSDHHC as they are modified from time to time, the employee may be asked to terminate the outside employment if he/she wishes to remain with SSDHHC

## **PROBLEM SOLVING/CORRECTIVE ACTION**

As stated earlier in this handbook, the overall purpose of the School is, “to educate deaf children so that they can become productive members of a society that includes both individuals who are deaf or hard of hearing and those with normal hearing”. Every employee of the Scranton School for Deaf and Hard of Hearing Children is expected, through fulfillment of individual job duties and requirements, to contribute to that goal. When employer and employee expectations do not concur regarding work behaviors, remedies should be sought rather than ignored.

All employees are encouraged to discuss problems related to their employment with their immediate supervisors. If a satisfactory resolution to the problem cannot be found, the employee is encouraged to discuss the problem with the Principal, Director of Human Resources and Superintendent in that order. While a satisfactory resolution to every problem cannot be guaranteed, every attempt will be made to accommodate the employee’s feelings, opinions, and point of view in arriving at equitable solutions to problems.

Direct Supervisors are encouraged to discuss unproductive work behaviors with employees in their department. Behaviors of this type may include: unexcused absenteeism, excessive tardiness, general lack of productivity, poor classroom management, or unacceptable treatment of students. An appropriate path of corrective action should begin with an open discussion of the behavior between the supervisor and employee. If there is no resolution at this point or if the unproductive behavior is ongoing, then a more formal corrective action plan will be outlined by the supervisor and other administrative faculty. Corrective action plans are progressive and will involve steps including warnings and job counseling to dismissal.

The School recognizes that there are behaviors which warrant a summary dismissal rather than a corrective action plan. Such behaviors include, but are not limited to, child abuse, use of alcohol and/or drugs during work hours or intoxication during work hours, sexual harassment, inappropriate relationships with students, insubordination, or other disregard of work responsibilities.

The Pennsylvania School Code prescribes certain actions to be taken for employees convicted of crimes.

## **STAFF ADVISORY COMMITTEE (SAC)**

A Staff Advisory Committee will provide administration with feedback regarding program and policy changes being considered.

- A vehicle to share staff concerns with the administration.
- A vehicle for the administration to share information with staff.
- Identify problems/issues and possibly establish ad hoc committees to brainstorm strategies and solutions.

**Membership Composition:** Membership should represent all segments of the staff. All programs should be represented, i.e., residential, maintenance, housekeeping, different academic departments, etc. The Superintendent will also have the option of appointing two at-large members to the committee.

**Duration of Terms:** Terms should be staggered so that continuity is assured. Terms of office should be two years.

**Selection Process:** Staff from each program should elect a representative. If no one wishes to represent a particular department and that department does not submit a representative, then the department will not be represented. Only one representative from each program will be allowed.

**Frequency of Meetings:** Monthly meetings will be scheduled and a deadline established for staff to submit discussion topics. Should no topics be submitted and the Superintendent not have an agenda item, the scheduled monthly meeting will be postponed.

### **Responsibilities of Members:**

- Share information from the meetings with the staff from their program.
- When appropriate, ask members of their program for feedback regarding various issues being discussed.
- Provide honest and accurate feedback to the committee.
- Regularly attend meetings of the committee.

## **EMPLOYEE ACCESS TO PERSONNEL FILES POLICY**

It is the policy of the Scranton School for Deaf and Hard of Hearing Children that an employee or his/her authorized designee shall have access to the official personnel file during regular working hours provided there is no interference with the normal routine of the office.

An official personnel file shall be maintained for each employee in the Human Resource Dept. at WPSD; the contents of the files shall be kept in a confidential manner. Each staff member is responsible for providing information to keep his or her personnel file current. This includes providing copies of updated credentials and other required information.

Requests for access to personnel files should be communicated to the Business Manager during normal working hours. Should the employee wish to designate access to his/her personnel file to another individual, the following procedure is required according to 43 P.S. Sec. 1322.1:

An employee shall provide to the employer a signed authorization designating a specific individual or individuals who shall be authorized to inspect the employee's personnel file. This signed authorization shall be for a specific date or dates, and shall indicate either the purpose for which the inspection is authorized, or the particular parts of the employee's personnel file which the designated agent is authorized to inspect.

## **SUBMISSION OF RECEIPTS FOR REIMBURSEMENT**

The purpose for this policy is to enable those who manage department budgets to oversee their respective budgets and to ensure that overspending does not occur. It also allows department managers sufficient time to calculate year-end expenses.

In general, through the year, requests for reimbursement for school-related purchases and/or school-related travel expenses must be made within two weeks of the expenditure.

Regarding expenditures which occur during the last two weeks of the school or fiscal year:

- Ten-month staff are expected to submit their requests for reimbursement prior to their last day of work in the fiscal year but no later than the last day of June. Requests for reimbursements after the end of the fiscal year may not be honored.

Faculty and staff cooperation for the prompt submission of receipts for reimbursement will be greatly appreciated.

## TRAVEL ALLOWANCE AND MEAL REIMBURSEMENT POLICY

When traveling on SSDHHC business or at the request of the School, employees must complete a "Request for Leave" with a detailed explanation of purpose and approval of the employee's immediate supervisor at least one week prior to travel. Reimbursement for travel expenses will be made by the Business Office in the following manner upon completion of an expense report approved by the employee's immediate supervisor:

Meals	*Actual with a limit of \$50/day for any combination of meals (alcoholic beverages are not reimbursable)
Lodging	*Actual
Mileage	Paid at the current SSDHHC approved rate (reimbursed only if a SSDHHC vehicle is not available)
*Taxi, Train, Plane, Bus, Car Rental	*Actual (All travel reservations will be arranged by the Administrative Assistant to the Principal)
*Parking	*Actual
Tolls	*Actual

\*Receipts must accompany requests for reimbursement.

When traveling in groups of two or more SSDHHC employees, arrangements should be made to share rental cars, taxis and travel to and from the airport.

Note: Car rental insurance is not necessary since SSDHHC already has coverage

## REQUESTS FOR SUPPLIES AND USE OF FACILITIES

Please observe the following procedures concerning requests for supplies:

### **Teaching Supplies:**

Requests should be submitted to your Direct Supervisor. Supplies are coordinated by the Business Office.

### **Use of School Facilities:**

#### **1. Internal Requests**

Inquiries regarding the use of all school facilities should first be directed to the employee's direct supervisor and then sent to the attention of the Business Manager. When planning for workshops, conferences and other meetings on campus, the following procedures must be followed:

- a) Complete request forms that are available from the Business Office..
- b) If request is approved, reserve a meeting space at least one week in advance. For some events, it may be necessary to schedule months ahead.
- c) Submit requests for food service items to the Business Manager one week in advance. For larger functions, discuss food requests with the Business Manager early in the planning stage.

#### **2. Outside Requests**

All requests for use of facilities by outside organizations must be sent, in writing, to the Principal. There will be a \$75/hour charge for use of SSDHHC staff.

#### **3. Personal Use of School Facilities**

The School will occasionally permit staff to utilize school facilities for personal functions such as wedding receptions, graduation parties, or picnics. While there is an appreciation that staff view the campus as an acceptable site for these special occasions, there are liability issues that may impact the School when the events are held. Requests, in writing, should be forwarded directly to the Principal. Requests should contain all pertinent information such as date, number of people attending, area to be used and other services required. The use of alcohol, tobacco products and controlled substances will not be permitted. All guests must follow rules related to parking and security.

## **USE OF SCHOOL EQUIPMENT, VEHICLES AND PERSONNEL**

The practice of loaning School-owned equipment, tools and/or vehicles is not permitted.

Under no circumstances should SSDHHC, during their working hours, be used or contracted to do work for others unless there is direct relevance and benefit to the School.

## **RESEARCH AND SPECIAL PROJECTS**

The School is regularly involved in unique projects in education and other areas related to deafness. These projects usually involve contracts with federal, state or private sources, with funds designated for each project. Participation in these projects offers an opportunity to advance the professional development of the School and its programs and to stimulate professional activities elsewhere.

From time to time, the faculty will be asked to participate in these projects, and most teachers find this to be a very stimulating professional activity. If you have an interest in instructional innovations or in a project that will benefit the School which you would like to explore, you are encouraged to discuss these with your supervisor.

## **PROFESSIONAL LIBRARY**

A Professional Library will be available in the near future.

## **USE OF INTERPRETERS**

SSDHHC prides itself on providing full access to communications. Therefore, SSDHHC will make a concerted effort to provide appropriate certified interpreter services for, but not limited to, the following:

- Mainstreamed students
- Interviews
- Formal presentations
- Guest lectures
- Workshops
- Department meetings

When providing interpreter services, SSDHHC will comply with the Sign Language Interpreter and Transliterator State Registration Act (Act 57) which requires all persons functioning as interpreters to be state registered.

Written requests for interpreter services should be made to the Assistant Principal. Requests for interpreter services should be submitted at least one week in advance, if possible. Every effort should be made to plan meetings around the schedules of our in-house interpreters. When our in-house interpreters have other commitments, outside interpreters will be contracted.

SSDHHC will provide a certified interpreter for all large group meetings and presentations held in the multi-purpose room or the gym. The presenter will make the decision to sign or not to sign for themselves prior to the presentation. If requested, interpreters will be provided at departmental meetings however, all staff will still be expected to sign for themselves.

## **ASSISTANCE WITH PURSUING INTERPRETER CERTIFICATION**

SSDHHC will provide staff with a one time assistance of up to \$500 for pursuing EIPA certification. This includes training and testing fees.

The School will also provide a one time assistance of up to \$1,000 for training and testing to staff who pursue RID certification.

Staff must make the request, in writing, in advance to the Superintendent and declare which type of certification he/she wishes to pursue. Once the Superintendent responds affirmatively, in writing, the staff member is free to submit requests for reimbursement.

If the staff member leaves SSDHHC employment prior to the completion of the three-year period, he/she will be required to reimburse the school the amount it has sponsored during that time.

Once the staff member has attained certification, he/she will be expected to interpret for the school during work hours, when needed, normally when it does not interfere with his/her usual duties. If asked to interpret after school hours, and the staff member agrees to do so, he/she will be reimbursed at the "going" rate for the specific kind of interpreting he/she does.

## **OUTSIDE MEDICAL ATTENTION**

In the event a SSDHHC staff member suffers an illness or injury while at work and needs medical attention from a doctor or hospital, he/she will be given the following options:

- telephone a family member to transport him/her to a doctor or hospital
- telephone a taxi to transport him/her to a doctor or hospital

If it is a medical emergency, an ambulance will be summoned.

## **LOST AND FOUND**

The School will not be responsible for lost or stolen articles belonging to students, employees or visitors. All instances of suspected theft should be promptly reported to Security.

When items are found in the buildings or on school grounds, they should be taken to the Security Office for safe keeping.

## **USE AND HOUSING OF ASSISTANCE DOGS ON CAMPUS**

The Scranton School for Deaf and Hard of Hearing Children permits assistance dogs such as guide, hearing, and service dogs on campus with the understanding that: (1) owners/users will be asked to show evidence that the animal is specially trained for this purpose and that they are licensed and vaccinated; (2) owners/users are responsible for following all guidelines/practices established by training centers for the use, care, conduct and protection of the animals; (3) the dog must be kept on a leash and not present a hazard or prove to be a nuisance to others; (4) owners/users are responsible for any damage done by the animal and for the upkeep of any area traversed or occupied by the animals. This includes pick-up and disposal of dog waste; and (5) assistance dogs are not permitted in private residences, dormitory rooms, or apartments without the permission of the occupant(s).

## **ANIMALS ON CAMPUS**

This policy pertains to all animals on the SSDHHC campus where children are located.

Animals must be pre approved by the Superintendent or his designee and a contract agreement signed. Such approval brings specific responsibilities which the owner of such animals must follow:

When an animal is in a room/area, the direct staff person must:

- a. feed the animal on a regular basis with a posted log for documentation when feeding and watering occurs.
- b. clean all cages, tanks, etc. on a regular basis.
- c. take the animal(s) home himself/herself during breaks longer than four (4) days or make appropriate plans as defined below in bold print.
- d. be responsible for the cleanliness of that area and NOT rely on SSDHHC housekeeping staff.

Be sure to note that students cannot take these animals home unless: a written permission is on file from the student's parents at least two (2) weeks in advance AND the staff member has written consent from the bus company that animals are permitted on their bus. The Dean of Students must have these permissions on file.

If an area is noted for being too cluttered due to the animal, or is dirty, or if the animal is not being taken care of appropriately, then the staff person will be directed to remove the animal(s) immediately.

If the animal bites a student or is aggressive in any way, that animal is to be removed from campus immediately.

If students and/or staff are allergic to animals and they are required to be in those areas where animals are located, those animals must be removed from those areas.

Animals located in the high school science lab area, are the direct responsibility of SSDHHC staff. Arrangements and care of these animals is different than the above mentioned animals. Staff members will be assigned these duties and responsibilities.

# **SAFETY**

## **SAFETY COMMITTEE**

The SSDHHC Safety Committee will function as an advisory committee to the Superintendent and his administration related to identifying and analyzing safety concerns as well as recommending options to address or resolve those concerns. Members of the committee should be aware of existing “risk management” procedures including current insurance coverage and school policies relating to accident and injury.

The committee is comprised of representatives from each department. Those interested in serving on the Safety Committee should submit their names to the Principal.

## **CRISIS MANAGEMENT PLAN**

## **EMERGENCY EVACUATION PROCEDURES**

### **FIRE DRILLS**

## **OFF-DUTY STAFF IN SCHOOL BUILDINGS DURING WEEKENDS**

From time to time, off-duty staff may be on campus, in School buildings during weekend hours. Primarily, this would involve teachers and professional staff who may be coming in to complete class work or other responsibilities. For safety reasons, off-duty staff are required to inform Security of their presence and indicate approximate times of departure from the campus.

Staff who are coming to work in an area other than the Main Building must notify SSDHHC Security by calling the Security cell phone to inform them of their presence.

## VEHICLE POLICY

This policy has been established to encourage safe operation of vehicles, and clarify insurance issues relating to drivers and the Scranton School for Deaf and Hard of Hearing Children. This policy applies to employees driving vehicles owned, leased or rented by SSDHHC and personally owned vehicles driven by employees on behalf of SSDHHC.

- All drivers must have a valid driver's license.
- All drivers must submit to a driving test using a SSDHHC van under the supervision of the Security Supervisor.
- Motor Vehicle Records will be checked annually. Driving privileges may be suspended or terminated if your record indicates an unacceptable number of accidents or violations.
- Your supervisor must be notified of any change in your license status or driving record.

### **When operating your own vehicle for the Scranton School for Deaf and Hard of Hearing Children business:**

- Your Personal Auto Liability insurance is the primary payer. The Scranton School for Deaf and hard of Hearing Children's insurance is in excess of your coverage.
- Motor Vehicle Records will be checked annually.
- SSDHHC is not responsible for the physical damage to your vehicle. You must carry your own collision and comprehensive coverage.
- Report mileage for expense reimbursement.

### **If in an accident:**

- Take necessary steps to protect the lives of yourself and others.
- Comply with police instructions.
- Do not assume or admit fault. Others will determine liability and negligence after a thorough investigation.
- Report the accident to SSDHHC as soon as possible.

## **USE OF INDIVIDUAL COFFEE MAKERS AND OTHER APPLIANCES**

Use of individual coffee makers, hot plates, and/or other appliances used to heat water or cook food are prohibited in other than "designated" areas of the School.

Designated areas are those that have been proposed by Department Supervisors and submitted to the Safety Committee for review. Any additional requests submitted by Department Supervisors should include the location of the appliance and the persons responsible for maintaining and shutting down the appliance. A back-up person should be included.

The purpose of having designated areas is to reduce likelihood of fires caused by appliances left on by their owners. Campus Security will know exact locations of approved appliances. Coffee pots and other appliances left on will be removed by Security and the owners will be required to take them home.

## **KEYS**

There are at least three different lock systems that are used throughout the campus. As remodeling or renovation occurs in different locations of the School, these areas will be re-keyed with a newer lock system. Eventually, one lock system will be in use for the entire campus.

Keys are issued to various faculty and staff depending on particular needs to access campus buildings and rooms. As keys are received, staff will be asked to sign a form indicating responsibility for them. In no case should a SSDHHC employee lend their keys to non- SSDHHC personnel or students. Employees needing access to other areas on campus should contact Security.

Requests must be approved by the Department Supervisor and then the Business Manager.

There is a financial penalty for losing keys. The amount of penalty depends upon the security level of the key issued, that is, whether the key is a pass key for a classroom or office, a master key for a program, or a grandmaster that may allow access to the entire campus. The new system, in particular, is designed for higher levels of security. The keys may not be duplicated off campus and the locks are expensive if replacements are required.

Penalties for lost keys are:

- \$25 for a pass key to an office or classroom
- \$100 for a key to an outside door
- \$200 for master and grandmaster keys.

No more than \$300 will be assessed for the loss of multiple keys.

## **EMPLOYEE PHOTO I.D. BADGES**

To insure the safety of the students and the staff, all employees are required to wear a SSDHHC issued photo identification badge when on the SSDHHC campus. Updated badges will be issued every two years. A replacement charge of \$20.00 will be assessed any employee who loses his/her badge.

# **LEAVING SSDHHC**

## **RESIGNATION PROCESS**

In the event of voluntary termination such as retirement or resignation, it is requested that a notice of thirty (30) days be given by employees. An employee wishing to resign or retire is to provide his/her supervisor with a written statement of his/her intention to resign or retire and to specify the effective date. The employee's supervisor must submit the employee's letter of resignation to the Human Resources Department.

Employees whose employment with SSDHHC is terminated, either voluntary or involuntary, are required to have a scheduled exit interview with the Human Resources Director. In addition to assuring that the employee's rights and the School's interests are protected, this interview brings a conclusion to all final business and benefit settlements and details exactly what compensation the employee is owed and when termination of benefits will occur.

## **REDUCTIONS IN FORCE**

When a reduction in force is necessary, seniority will be only one of the factors considered when reductions occur. The primary concerns of the administration relate to maintaining a high quality educational program for students as well as to maintaining a residential facility and campus environment that are stimulating and safe. Therefore, in addition to seniority, various certifications, skills, knowledge, experience and abilities will be considered in determining reductions.

Related to instructional and instructional support staff, the primary concerns of the administration are appropriate educational services for students and their program needs. The administration will make determinations for reductions based on the following:

1. A determination of appropriate educational student services and program needs;
2. A review of certification needs relating to educational and support services that are essential to quality programming;
3. A review of staff seniority based on number of years of continuous service at SSDHHC.

## INVOLUNTARY SEPARATION AGREEMENT

The Scranton School for Deaf and Hard of Hearing Children (SSDHHC) hereby adopts this SSDHHC Involuntary Separation Pay Plan effective July 1, 2009 to provide separation pay for certain employees of SSDHHC whose employment is terminated involuntarily under circumstances described below. In return, SSDHHC requests an Eligible Employee to execute a Settlement Agreement and Release, in a form determined by SSDHHC. An Eligible Employee who executes a Release and delivers it to SSDHHC in the manner and within the time specified by SSDHHC will receive separation benefits described below.

### Separation Pay

SSDHHC will pay to an Eligible Employee who executes and delivers a Release an amount calculated in accordance with the following schedule:

Length of Service	Amount Payable
*Each full year of service	One week's pay
	Minimum amount payable of two weeks pay

\*A week's pay shall mean the Eligible Employee's annual base salary as of his/her date of termination divided by fifty-two (52). "Years of service" shall mean a full year (10 consecutive months or 12 consecutive months depending on schedule) of employment by SSDHHC in the Eligible Employee's most recent period of employment. In addition, if the Eligible Employee previously has received any separation, severance, or termination pay upon an earlier termination of employment, each year of service prior to such earlier layoff or termination shall be excluded in determining the amount of basic separation pay under this Plan.

- a. Separation Pay shall be offset and reduced by the amount of any compensation pay-in-lieu-of-notice, waiting time penalties, severance pay, or similar amounts which SSDHHC pays to the Eligible Employee pursuant to the WARN Act or any other federal or state law which requires prior notice to employees of any reduction in work force or termination of employment.
- b. Separation Pay will be payable to the Employee in one lump sum subject to normal tax withholding, at least seven but no more than 15 days after SSDHHC receives the signed Release.
- c. An Eligible Employee who receives Basic Separation Pay in a single sum and subsequently is rehired shall reimburse SSDHHC at the time of rehire for the amount of such Basic Separation Pay which is in excess of the amount related to the number of weeks between the Eligible Employee's date of employment termination and his/her date of rehire.
- d. Termination of employment shall be deemed to occur as of the date specified by SSDHHC for the Eligible Employee's discontinuance of job duties.

## **Benefits**

An Eligible Employee who executes and delivers a Release to SSDHHC shall be entitled to continue participating, without any additional contributions (but subject to all other plan terms, including co-payments and deductibles), for a total period of three months from the date of the Eligible Employee's termination of employment, in the Non-contributory Life Insurance Plan, the Medical Plan, the Dental Plan and the Vision Plan. At the end of the three-month period, the Eligible Employee may elect to continue participation for a period of eighteen (18) months under the terms and conditions of the SSDHHC Medical Plan, the SSDHHC Dental Plan and the SSDHHC Vision Plan.

## **Eligibility for Separation Pay**

Employees eligible for separation pay are all active, full-time salaried employees of the Scranton School for Deaf and Hard of Hearing Children (SSDHHC ) whose employment is terminated on or after July 1, 2009, due to a reduction in work force and/or lack of work, with exception of the following who are not eligible for separation pay.

- a. Any employee who is offered Comparable Employment by SSDHHC. As used herein, "Comparable Employment" means any employment which is broadly within the career scope indicated by the employee's training and previously held positions and for which the initial salary offered is not less than 85% of the employee's base salary at the time of termination and, in the case of an employee subject to the minimum wage and overtime requirements of the Fair Labor Standards Act of 1938, as amended, does not require relocation to another place of employment more than thirty-five (35) miles from the employee's place of employment at the time of termination.
- b. Any employee who voluntarily resigns his/her employment prior to termination of his/her employment by SSDHHC, even if the employee has previously been selected to participate in this Plan.
- c. Any employee whose employment is terminated for cause even if the employee has previously been selected to participate in the Plan.
- d. Any employee who is not an active employee (i.e., is on an indefinite or extended unpaid leave of absence) on the date his/her employment is actually terminated by SSDHHC.

## **Termination for Cause**

Benefits under this Plan will not be payable to any employee whose employment is terminated for cause. Termination shall be deemed for cause where the termination results from an activity of the employee deemed contrary to the best interests of SSDHHC as determined in the sole discretion of SSDHHC. Such determination is to be made by the Superintendent or his designee. Activities deemed contrary to the best interests of SSDHHC shall include, but shall not be limited to, the following:

- a. Violation of any SSDHHC published School Policies.
- b. Violation of school rules adopted to promote the safety of employees and students, protect SSDHHC's property or reputation, or maintain general working conditions and employee discipline.
- c. Excessive absenteeism or tardiness after the employee has been counseled and warned in writing.
- d. The commission of any crime against SSDHHC, such as embezzlement or theft.
- e. Falsification or theft of documents or records.
- f. Any act deliberately committed to provoke dismissal in order to obtain termination pay.
- g. Unsatisfactory work performance.
- h. Conviction of a felony.

Separation pay and benefits received under this Plan will not be included in compensation or earnings for purposes of determining benefits under any other welfare or pension benefit of SSDHHC. Similarly, the period of time during which an Eligible Employee receives any separation pay or benefits hereunder will not be counted as, or included in, his service for purposes of determining benefits under any other such plan.

# **ADDENDA**

## Glossary

**Accident** is an undesired event that results in physical harm to a person or damage to property.

**Blood borne pathogens** are microorganisms in human blood that can cause disease in humans.

**Catastrophic illness or injury** means an illness or injury, as certified by a licensed physician that will incapacitate the employee for more than 30 work days on a consecutive or intermittent basis.

**Conflict of interest** is an opposition between the private interests and the public or work-related obligations of a person in an official position.

**Copyright protection** provides authors and inventors with the exclusive right to their writings or discoveries for a defined period of time.

**Disability** means having a physical or mental impairment that substantially limits one or more major life activities.

**Disciplinary action** refers to an employer's right to terminate employees for misconduct or negligence.

**Disability benefits** refer to some form of salary continuation that is paid by employers to employees who are unable to work because of disabilities.

**Employment-at-will** is a common-law principle stating that employers have the right to hire, fire, demote, and promote whomever they choose for any reason, unless there is a law or contract to the contrary.

**Essential function** refers to the primary job duties that a qualified individual must be able to perform, either with or without accommodation.

**Exempt** employees are not required to be paid overtime under the Fair Labor Standards Act.

**Exit interview** means a conference between a departing employee and the Executive Director or his designee, extended as a courtesy to the employee and an opportunity to exchange mutually beneficial information about benefits, working conditions, attitudes, and job-related concerns.

**Full-time** employee is an employee occupying a Position of Employment that normally entails thirty-five (35) hours or more of service in the normal Work Week for his Classification.

**Hostile** environment is a form of harassment that occurs when sexual conduct unreasonably interferes with an individual's performance and creates an offensive work environment.

**Job posting** is a system in which currently available jobs are posted so interested and qualified employees may apply.

**Key employee** is a salaried FMLA-eligible employee who is among the highest paid 10 percent of all employees employed by the employer within 75 miles of the employee's worksite.

**Mentoring** is a training method that involves a seasoned employee assisting a new employee in the development of technical, interpersonal, and political skills.

**Mission statement** specifies who the company is, what the company does, and where the company is headed.

**Nonexempt** employees are required to be paid overtime under the Fair Labor Standards Act.

**Overtime pay** means the pay, at one and one half (1 1/2) times his regular hourly rate of compensation, for which a Nonexempt Employee can qualify, on an hour-for-hour basis, by working in excess of forty (40) hours during his Work Week.

**Physician's statement** is the statement of assurance of a physician, dentist, or other medical practitioner confirming the validity of a past, present, or future absence of an employee from duty and/or to substantiate the qualification of an employee for insurance benefits.

**Policies** are broad statements that reflect an organization's philosophy, objectives, or standards concerning a particular set of management or employee activities.

**Reasonable accommodation** means modifying or adjusting a job application process or a work environment to enable a qualified individual with a disability to be considered for a job.

**Salary** is a uniform amount of money paid to a worker regardless of how many hours are worked.

**Safety** refers to the protection of the physical well-being of people.

**Safety committees** are committees composed of workers from different levels and departments who are involved in safety planning and programs.

**Security** in the workplace involves the physical and procedural measures used to protect people, property, and information.

**Sexual harassment** refers to actions that are sexually directed and unwanted and subject the worker to adverse employment conditions.

**Severance pay** is the compensation for which an eligible employee qualifies for accruals in Annual Leave and Sick Leave upon separation from employment at the school.

**Termination** is the voluntary or involuntary discharge of an employee.

**Vacancy** is a newly created Position of Employment OR an unfilled Position of Employment, abandoned as a result of Death, Dismissal, Retirement, or Resignation.

**Workers' compensation** is a state insurance program paid for by the employer that is designed to protect workers in cases of work-related injuries or diseases related to workers' employment.

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