



# *Handbook Paraprofessional Personnel*

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## Table of Contents

Policy of Nondiscrimination.....	1
Title IX – Policy and Grievance Procedure.....	2
Section 504 – Policy and Grievance Procedure.....	3
Paraprofessionals General Policy.....	4
You and the Law.....	5
Guidelines for Legal Duties.....	6-10
Job Requirements.....	11
Benefits Provided.....	12
Bereavement Leave.....	13
Childbearing Leave.....	14
Childrearing Leave.....	15
Civil Leave.....	16
Dental Plan.....	17
Disability Income Protection Insurance.....	18
Extra Pay for Additional Time.....	19
Family Medical Leave.....	20-23
Hospitalization and Medical Plan.....	24-25
Liability Insurance.....	26
Life Insurance.....	27
Loss of Pay for Lost Time.....	28
Payday.....	28
Pension Benefits (School Employee’s Retirement).....	29-30
Personal Day.....	31
Professional Development and Educational Improvement.....	32-33
Retirement Severance Benefit.....	34
Sick Leave.....	35
Social Security.....	36
403(b) Plan.....	36
Time Sheets/Calendars.....	36

Table of Contents (Continued)

Transfer.....	37
Travel and Expenses.....	37
Unemployment Compensation.....	37
Work Year.....	38
Workers' Compensation Insurance.....	38

## BLaST IU 17's NONDISCRIMINATION POLICY

BLaST IU 17, AN EQUAL OPPORTUNITY EMPLOYER, WILL NOT DISCRIMINATE IN EMPLOYMENT, EDUCATIONAL PROGRAMS OR ACTIVITIES, BASED ON RACE, COLOR, RELIGIOUS CREED, NATIONAL ORIGIN, SEX, AGE, ANCESTRY, NON-RELEVANT HANDICAPS AND DISABILITIES, OR UNION MEMBERSHIP. THIS POLICY OF NONDISCRIMINATION EXTENDS TO ALL OTHER LEGALLY PROTECTED CLASSIFICATIONS. PUBLICATIONS OF THIS POLICY IN BLaST IU 17 DOCUMENTS IS IN ACCORDANCE WITH STATE AND FEDERAL LAWS INCLUDING TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, SECTIONS 503 AND 504 OF THE REHABILITATION ACT OF 1973, THE AGE DISCRIMINATION ACT OF 1975, AND THE AMERICANS WITH DISABILITIES ACT OF 1990 (ADA).

FOR INFORMATION REGARDING CIVIL RIGHTS OR GRIEVANCE PROCEDURES, CONTACT DR. CHRISTINA STEINBACHER-REED, TITLE IX AND SECTION 503/504 COORDINATOR, AT BLaST IU 17, 2400 REACH ROAD, WILLIAMSPORT, PENNSYLVANIA, 17701. FOR INFORMATION REGARDING SERVICES, ACTIVITIES, AND FACILITIES WHICH ARE ACCESSIBLE TO AND USABLE BY HANDICAPPED PERSONS, CONTACT DR. CHRISTINA STEINBACHER-REED, EXECUTIVE DIRECTOR; BLaST IU 17; 2400 REACH ROAD; PO Box 3609; WILLIAMSPORT, PENNSYLVANIA, 17701.

## Title IX – Policy and Grievance Procedure

All persons wishing to file a grievance at the Intermediate Unit level may contact BLaST IU 17 Title IX Coordinator; Mr. Dr. Christina Steinbacher-Reed; 2400 Reach Road; P.O. Box 3609; Williamsport, Pennsylvania, 17701; 570-323-8561. The initial contact must take place within five (5) working days of the alleged violation of Title IX.

The BLaST IU 17 coordinator will then assist the individual in the investigation of, and if proper, the redress of the grievance.

It should be clearly understood that any person may file a compliance or grievance directly with the Regional Office for Civil Rights; Title IX Coordinator; The Gateway Building; P.O. Box 13716; Philadelphia, Pennsylvania 19101; 215-596-6772.

## Section 504 – Non-discrimination on Basis of Handicap

It is the policy of BLaST IU 17 not to discriminate on the basis of handicap in its educational programs, facilities, activities or employment policies as required by Section 504 of the Rehabilitation Act of 1973. Inquiries regarding compliance with Act 504 may be directed to Mr. Dr. Christina Steinbacher-Reed, Executive Director; BLaST IU 17; 2400 Reach Road; PO Box 3609; Williamsport, Pennsylvania, 17701; 570-323-8561.

### Section 504 Grievance Procedure

A grievance is a claimed violation or misinterpretation of this policy. It should be clearly understood that all persons wishing to file a grievance at Intermediate Unit level may contact the BLaST IU 17 504 Compliance Officer/, Assistant Executive, Director of Student Services; BLaST IU 17; 2400 Reach Road; P.O. Box 3609; Williamsport, Pennsylvania, 17701; 570-323-8561.

- Step 1 – The initial report of a complaint (grievance) must be in writing. This initial contact must take place within five (5) working days of the alleged violation of Section 504. The Director of Student Services, or his designee, shall respond in writing to the grievance within seven (7) calendar days after receipt of the appeal.
- Step 2 – An appeal from an unfavorable decision at Step 1 may be taken by appealing to the Executive Director of BLaST IU 17 within seven (7) calendar days from receipt of the initial decision. The Executive Director or his designee shall respond in writing to the appeal within seven (7) calendar days after receipt of the appeal.
- Step 3 – An appeal from an unfavorable decision at Step 2 may be taken by appealing directly to the BLaST IU 17 Board. The Board will consider the grievance at one of its regular meetings. The decision of the Board is final and any decision of the Board does not set a precedent for any subsequent cases.

## General Policy

The Board of Education of Bradford, Lycoming, Sullivan and Tioga (BLaST) Intermediate Unit 17 strives to maintain a staff of well-trained and efficient paraprofessionals to assist the teacher in working with the handicapped or exceptional child. It is our hope that you will find in our organization the opportunity for interesting and satisfying work.

BLaST IU 17 has always had a policy of non-discrimination and provides equal employment opportunity to all regardless of race, age, religion, national origin, marital status, sex, political opinions, employee organization and affiliation or non-affiliation.

If any provision or statement of policy by the BLaST IU 17 Board is or shall be at any time contrary to any applicable law or to any official applicable regulation, or to the terms and conditions under which the grant providing the funds for the employment of an individual was secured, then such provisions or statements of policy are void.

The funds available to BLaST IU 17 are in the nature of allocations, contracts or grants for specific purposes. For many programs there are specific budgets and the regulations governing expenditures may differ. Any and/or all policies providing for fringe benefits are void where the appropriate budget does not provide adequate funds for such, or where the regulations governing a program prohibit such benefit.

All funds for payment for salaries and fringe benefits for employees are received from the Commonwealth of Pennsylvania, member school districts, the U.S. Government or from some source external to BLaST IU 17. Board members shall not be made a party to a lawsuit or individually liable in the event sufficient funds are not received from the appropriate source to pay said salaries and fringe benefits.

Paraprofessionals are sometimes employed for other than a full school year or a full school day and some employments may be for a specific period of time. The conditions of employment for each paraprofessional are clearly stated in writing at the time of initial employment.

## You and The Law

Your work should be consistent with the following legal limitations:

1. Only certified professional personnel may teach (Public School Code of 1949, Section 1202)
2. Certified professional employees must be present for any and all instructional activities. (School Administrators' Memorandum 66, March 18, 1966).
3. You, as a paraprofessional, may assist in instruction only under the immediate, direct supervision of a teacher, performing those tasks specified in the job description.
4. You may not regulate pupil behavior by any disciplinary means. You may assume the responsibility for monitoring activities (excluding study periods, assemblies, field trips, pep rallies, and organized play periods) provided that written policy specifically states that the teachers are released from those supervisory duties. (Regulation of the Pennsylvania State Board of Education).
5. You may assist in monitoring study periods, assemblies, field trips, pep rallies, organized play periods and instructional activities when such activities are under the supervision of a certified professional.



## Guidelines for Legal Duties

The Pennsylvania Department of Education has issued the following guidelines for employment and utilization of paraprofessional employees.

The term “paraprofessional” embraces all paraprofessionals, whether they work with a teacher or work outside the classroom. The duties of the paraprofessional include clerical, monitoring, technical, and instructional assistance to a teacher.

The following is a paired list of permissible and non-permissible activities, as issued by the Pennsylvania Department of Education to guide all educational paraprofessionals in their activities.

The Pennsylvania Department of Education prepared the paired list so that you could ascertain the degree of authority and responsibility between professional and paraprofessional duties.

We realize that you may experience difficulties in following the Pennsylvania Department of Education’s guidelines, as set forth on the following pages. However, it is the responsibility of BLaST IU 17, our teachers, and Paraprofessionals to adhere to these rules and regulations and to the laws of the Commonwealth.

If BLaST IU 17, your teacher, or you disregard the rules and regulations or laws of the Commonwealth of Pennsylvania, serious legal consequences can result. The Pennsylvania Department of Education has issued the following legal implications that may result from disregarding the laws of Pennsylvania or the rules and regulations of the Pennsylvania Department of Education:

Legal Powers: A paraprofessional does not have In loco parentis status to pupils and is not legally empowered to regulate pupil behavior by punishment or other similar disciplinary measures. These are responsibilities limited only to professional personnel.

Liability: Certified professionals should exercise extreme care in the discretionary assignment of paraprofessionals. A paraprofessional should be permitted to perform only those duties set forth in the job description.

When a certified professional knowingly permits a paraprofessional to perform duties for which a paraprofessional is not qualified (by reason of pre-service training or experience) and injury or damage results, the certified professional may be held liable by virtue of neglect of supervisory responsibility.

## Guidelines for Legal Duties (Continued)

Whenever a teacher aide willingly neglects or ignores the advice or direction of the certified professional, or voluntarily discharges duties beyond the prescribed job responsibility, without the express knowledge or permission of the certified professional in charge, and damage or injury results, the teacher aide may be held personally liable for such commission or omission.

Whenever a certified professional assigned administrative responsibility permits the recruitment, employment, assignment, or utilization of a paraprofessional without reasonable and judicious prudence normally expected of a person filling such administrative role, or in negligible disregard of the policies as herein established, such administrative person may be held liable by virtue of neglect of supervisory and administrative responsibility.

## Educational Paraprofessional

### Permissible

1. Type and duplicate tests.
2. Score (not grade) objective tests.
3. Check (not grade) completed workbooks, class exercises, written homework.
4. Monitor testing situations
  
5. Assist in monitoring pupil activity during periods of free, independent study or seatwork, assemblies and field trips while under the supervision of certified professionals.
6. Escort children to health room, office, playground, lavatory, other learning stations or busing points, and assume responsibility for monitoring lunchrooms and busing areas when assigned by written policy.
7. Monitor free-play activities or group games when the intent or such activity is principally recreational rather than learning; serve in a paraprofessional role in athletic programs; intramural referee, timer, scorer, etc., where duties do not directly relate to the instruction of student athletes.
  
8. Prepare and gather materials for bulletin boards, interest centers, exhibits and displays and construct as per the teacher's or pupil's design.
  
9. Secure and return AV materials and operate AV equipment.

### Non-Permissible

1. Write or design any evaluative instrument or exercise which involves the selection of relevant content or the wording of items.
2. Grade subjective or essay tests.
3. Assign any grade or otherwise index pupil achievement.
  
4. Supervise the administration of tests.
  
5. Assume full responsibility for supervising study periods, assemblies or field trips.
  
6. Regulate pupil behavior (Loco Parentis) by punishment or similar disciplinary means.
  
7. Conduct physical education per se; coach or assist in coaching in an intramural or interscholastic athletic program; serve as an athletic team trainer unless specifically qualified.
  
8. Design displays or exhibits having a predominant instructional intent or purpose.
  
9. Select, preview, pre-orient or post-critique motion pictures, film strips, slides, recordings and other AV learning materials.

Educational Paraprofessional  
(Continued)

Permissible

10. Issue hall and library permits, take attendance; distribute and collect materials; maintain learning materials resource files; check and order supplies from requisition lists; regulate temperature, control ventilation, adjust shades and lighting and otherwise control the physical environment.
11. Assist in issuance of materials, equipment and supplies in laboratory situations; check-out lab or machine "setup" completed by pupils to extent authorized by teacher; conduct demonstration while serving as an assistant to the professional teacher (team presentation); help supervise the practicum within limits set by the teacher.
12. Assist pupils in the use of teaching machines and other mediated instructional or information retrieval systems.
13. Answer information-seeking inquiries of pupils which arise from a context other than the instructional activity underway.
14. Assist the teacher in the conduct of co-curricular and extracurricular activities except athletic coaching.

Non-Permissible

10. Excuse a pupil from class except for reasons and under conditions clearly stipulated by the teacher; maintain official attendance register; select for purchase special supplies; materials and equipment; set policies or standards relative to providing a conducive learning environment.
11. Authorize pupils to operate machinery or lab equipment or to conduct science, or similar experiments without consent of teacher; demonstrate lab equipment or machines without concurrent and accompanying instruction by the teacher; set rules for safety or to determine the safety readiness of pupils for lab-type learning experience.
12. Prepare or select programmed materials for use in mediated instructional systems.
13. Directly imparting instruction via hearing recitations or clarification or explanation of the discussion or dialogue comprising the instructional activity, or counseling pupils relative to personal-social problems.
14. Sponsor or conduct a co-curricular or extracurricular activity, except under the immediate supervision and during the presence of a certified teacher.

Educational Paraprofessional  
(Continued)

Permissible

15. Perform such instructional services as delegated by the teacher. As a rule of thumb, such duties are those which might well be performed by various machines in a mediated instructional system (using flash cards, reading stories, playing musical instruments, illustrating the teacher's presentation via flip charts, maps, transparencies, etc.).
16. Assist individual pupils as a learner's helper (quasi tutoring) in situations involving independent study projects or makeup work.
17. Hear and report to the teacher, pupils' expression of learning problems.
18. Observe pupil conduct and record behavioral observations in the form of anecdotal records.
19. Prepare profiles of student progress and record teacher assigned grades including the posting of grades on individual report cards.
20. Discuss general activity of the class and answer, with teacher's consent, inquiries of parents as to their child's overall behavioral pattern.

Non-Permissible

15. Select the content for the lesson, choose the approach and activities, determine time allocations or group pupils for instructional purposes. Read, mark and grade reports, themes, term papers or compositions.
16. Serve as a tutor, per se for pupils with identified remedial learning needs; serve as a visiting teacher to homebound or hospitalized pupils or serve as a substitute teacher.
17. Attempt to diagnose the nature of a pupil's learning difficulty.
18. Analyze or synthesize behavioral observation reports for the purpose of preparing term reports, case studies, etc.
19. Make interpretations or explanations of student profiles or achievement records or to prepare descriptive-type report cards.
20. Interpret the grouping of students, specify the objectives of class activity within the school's total program or assess the ability, achievement, or adjustment levels of individual pupils.

## Job Requirements

### Educational and Experience Required:

Section 1119 of the No Child Left Behind Act of 2001 and Chapter 14 established new criteria for Title I and special education instructional paraprofessionals. The new requirements require LEAs to ensure that instructional paraprofessionals be properly qualified to assist teachers in instructing Reading, Mathematics and Writing.

Special Education and Title I instructional paraprofessionals meet new NCLB and Chapter 14 requirements if they hold an Associate's Degree or higher or have earned at least 48 credit college-level credits. Affected paraprofessionals who do not have the required degree/credits can meet NCLB requirements by taking and passing a local assessment that measures their knowledge and ability to assist in the instructions of Reading, Mathematics and Writing.

All Paraprofessionals must complete 20 hours of staff development annually. Paraprofessionals are responsible to provide a fully executed Paraprofessional Continuing Education Workshop Completion Certificate as documentation of hours completed.

Any paraprofessional failing to meet HQ status and/or complete 20 hours of professional development annually does not meet the criteria of their employment. Therefore, any such employee can and will be terminated.

See Appendix A for Job Description

## Benefits Provided

In addition to wages, BLaST IU 17 pays for other benefits required by Federal and State laws such as:

1. Liability Insurance
2. Retirement Benefits
3. Social Security
4. Unemployment Compensation
5. Workers' Compensation

All other benefits are provided voluntarily by BLaST IU 17 for eligible employees. They are:

6. Approved Travel Expense
7. Bereavement Leave
8. Childbearing Leave
9. Childrearing Leave
10. Civil Leave
11. Dental Plan
12. Disability Income Protection Insurance
13. Family Medical Leave
14. Flex 125 and/or Health Savings Account
15. 403(b) Plan (employee contribution)
16. Hospitalization and Medical Plan
17. Life Insurance
18. Personal Leave
19. Professional Development and Educational Improvement
20. Retirement Severance
21. Sick Leave
22. Transfer

Eligibility for some benefits depends in part on conditions of employment, particularly the time assignment of the employee.

## Bereavement Leave

Your wages will continue up to five (5) school days if absent from duty because of death in the immediate family. Members of the immediate family are:

1. Father
2. Mother
3. Brother
4. Sister
5. Son
6. Daughter
7. Husband
8. Wife
9. Parent-in-law
10. Step-Children
11. Near relative who resides in the same household
12. Any person with whom you have made your home.

Your wages will be paid for the day of the funeral because of the death of a near relative who does not reside in the same household. A near relative is defined as first cousin, grandfather, grandmother, grandchild, grandparent-in-law, uncle, aunt, niece, nephew, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.



## Childbearing Leave

Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery there from shall be considered temporary disabilities, and leave shall be available as for any other temporary disability. The request for childbearing leave must be accompanied by a statement from the attending physician setting forth the nature of the disabilities and the inclusive dates that you were unable to work because of your disabilities. Any available, unused leave will be applied to the period of absence indicated in the physician statement.

BLaST IU 17 may require you to report to a physician chosen by the Board for examination, with the medical records pertaining to such illness or injury for which the sick leave is claimed to be forwarded immediately to the physician designated by the Board. Your failure to comply with this section will result in disallowance of the request for sick leave. BLaST IU 17 will pay the cost of the examination.

You may, upon written notification to BLaST IU 17 one (1) calendar month in advance, return to work in your former position or an equivalent position, provided your physician, upon BLaST IU 17's request, certifies in writing you are fully capable of performing your duties.

During the childbearing leave, the duties of your position shall be performed, at the discretion of BLaST IU 17, by one or more other employees or by a substitute employee.

## Childrearing Leave

An unpaid leave of absence for childrearing purposes shall be granted to:

1. Employees at the conclusion of the aforesaid temporary medical disability.
2. Parents of an adopted child less than one year of age immediately following the infant's birth or adoption.
3. The employee shall submit a written request to the Executive Director of IU 17, or his/her designee, stating the anticipated duration of the leave at least one (1) month in advance.
4. Such leave shall be granted for a period of time not to exceed twelve (12) calendar months.
5. You may, upon written notification to BLaST IU 17 one (1) calendar month in advance, return to work in your former position or an equivalent position.

During the childrearing leave, the duties of your position shall be performed, at the discretion of BLaST IU 17, by one or more other employees or by a substitute employee.

## Civil Leave

BLaST IU 17 believes that participation in the justice system by serving on a jury is a worthwhile civic obligation. If you are called for jury duty the necessary time off with pay will be arranged.

The hours that you lose from your regular working time because of jury service shall be considered as hours worked when computing overtime.

You should notify your supervisor promptly upon receipt of the jury summons so that other arrangements can be made to do your work.

BLaST IU 17 will pay the difference between the jury fee and your regular rate of pay each day of service.

## Dental Plan

1. You are eligible if you meet each of conditions (a) and (b) as follows:

a. you are employed for 32.5 hours per week,

AND

b. you are employed for 80 or more full-day sessions in any fiscal year or 500 or more hours in any fiscal year.

If you cannot meet each of conditions (a) and (b) because of the initial date of your employment, you may be eligible if the terms of your employment provide that in the second and subsequent years of your employment you will qualify by meeting each of conditions (a) and (b).

2. Effective July 1, 1987, BLaST IU 17 agrees to pay up to \$216.00 per year (July 1 through June 30) to provide a basic family dental program.
3. New employees have the option of electing coverage under this dental plan within twenty (20) days of their employment. New employees who elect coverage shall be covered from the first day of work.
4. Employees who did not elect to be covered under this dental plan during the first twenty (20) days of their employment and who subsequently decide to participate can be covered only at the next reopening of the contract with the insurance carrier.
5. The insurance coverage shall terminate at the end of the policy month in which your active employment with BLaST IU 17 ends.
6. Employees on an unpaid leave or other temporary absence may continue coverage by paying premiums during the term of such unpaid leave or temporary absence from their personal funds.
7. The dental plan is a contract between BLaST IU 17 and the insurance carrier. No dispute over a claim for any benefits extended by the dental plan shall be subject to the grievance procedure established in this policy.
8. It is agreed and understood that BLaST IU 17 does not accept, nor is BLaST to be charged with hereby, any responsibility in any manner connected with the determination of liability to any employee claiming under any of the benefits extended by the dental plan. It is agreed that BLaST IU 17's liability shall be limited to the payment of premiums.

## Disability Income Protection Insurance

BLaST IU 17 will pay an annual premium up to a maximum of \$105.00 for each eligible employee for an income protection plan.

a. You are eligible if you meet each of conditions (1) and (2) as follows:

1. you are employed for 32.5 hours per week,

AND

2. you are employed for 80 or more full-day sessions in any fiscal year or 500 or more hours in any fiscal year.

If you cannot meet each of conditions (1) and (2) because of the initial date of your employment, you may be eligible if the terms of your employment provide that in the second and subsequent years of your employment you will qualify by meeting each of conditions (1) and (2).

b. Payments may continue up to two (2) years in the case of sickness and five (5) years in the case of accident.

c. The income protection plan shall terminate at the end of the month in which your active employment with BLaST IU 17 ends. Temporary layoff or leave of absence shall not be considered as termination of employment for the purpose of the income protection plan, unless you shall so elect.

d. If you are on unpaid leave or other temporary absence, you may continue coverage by paying the premiums from your personal funds during the term of such unpaid leave or temporary absence.

e. The income protection plan is a contract between BLaST IU 17 and the insurance carrier. No dispute over a claim for income protection shall be subject to the grievance procedure established in this policy.

f. It is agreed and understood that BLaST IU 17 does not accept, nor is BLaST IU 17 to be charged with hereby, any responsibility in any manner connected with the determination of liability for payment of the income protection plan. It is agreed that BLaST IU 17's liability shall be limited to the payment of premiums.

## Extra Pay for Additional Time

If a paraprofessional works beyond the 185-day work year, additional wages will be paid. The amount will be in direct ratio to the extra days worked in comparison with the work year.

Example:  $\frac{\$13,000}{185}$  annual salary = \$70.27 (daily wage to be added)  
185 days assigned

Do not confuse these extra or additional days with overtime.

Additional days worked must have prior approval of the Program Supervisor, Assistant Executive Director of Special Education and must be approved by the Board of Directors.

## Family and Medical Leave Policy

In accordance with the Family and Medical Leave Act of 1993 (the "FMLA") BLaST IU 17 (the "I.U.") affords its eligible employees leave ("FMLA leave") as set forth in this policy.

### I. Eligible Employees

Only eligible employees are entitled to FMLA leave. An eligible employee is an employee who has satisfied each of the following conditions:

- a. He or she has been employed by the I.U. for at least 12 months, which need not have been consecutive, prior to the commencement of the leave;
- b. He or she has worked for the I.U. for at least 1,250 hours over the 12-month period immediately prior to the commencement of the leave; and

### II. Reasons for Leave

- a. Birth and care of an employee's child, or placement of a child with the employee for adoption or foster care. Leave for this purpose must end within one (1) year after the birth or placement.
- b. Care for a serious health condition of the employee's spouse, child, or parent.
- c. A serious health condition that makes the employee unable to perform the employee's job.
- d. For Military Family Leave Entitlements.

### III. Length of Leave

- a. Up to 12 weeks of FMLA leave per rolling 12-month period measured backwards from the date qualified FMLA leave begins.
- b. If both spouses are employees of the I.U., they are limited to a combined total of 12 weeks for the birth or placement with them of a child for adoption or for foster care.

## Family and Medical Leave Policy (Continued)

### IV. Benefits

FMLA leave is unpaid leave. However, the I.U. will maintain the employee's health coverage under any group health plan during the leave at the same terms as if the employee continued to work up to 12 weeks.

- a. If an employee fails to return to work at the conclusion of his or her FMLA leave, the I.U. will recover from the employee amounts it paid for health insurance for the employee during the leave. However, the I.U. will not recover amounts paid for health insurance for an employee during FMLA leave if the employee fails to return to work because of a serious health condition of the employee, the employee's spouse, child or parent, or if the employee fails to return for other reasons beyond his or her control. If an employee fails to return to work because of a serious health condition, the I.U. will require the employee to provide medical certification of the condition within 30 days of the I.U.'s request for such certification.
- b. When paid leave is substituted for FMLA leave under Section VIII, the employee's share of group health plan premiums will be paid by the method normally used during paid leave.

### V. Reinstatement After Leave

At the conclusion of FMLA leave, employees will be restored to their original or equivalent position with equivalent pay, benefits and other employment terms as if they had not taken such leave, unless they are denied reinstatement because they are key employees. However, the employee has no greater right to reinstatement or other benefits or conditions of employment than if the employee had been continuously employed during the leave period.

### VI. Limitations on FMLA Leave

- a. Intermittent Leave or Reduced Leave Schedule
  1. Intermittent leave or a reduced leave schedule may be taken for a serious health condition where this is medically necessary.
  2. Intermittent leave or a reduced leave schedule may not be taken for the birth of a child or for placement of a child for adoption or foster care.



## Family and Medical Leave Policy (Continued)

### VI. Limitations on FMLA Leave (Continued)

3. When intermittent leave or leave on a reduced leave schedule is requested on planned medical treatment, the I.U. may require the employee to transfer temporarily to an available alternative position for which the employee is qualified, and which better accommodates recurring periods of leave than does the employee's regular position. Alternatively the I.U. may alter an existing job to better accommodate the employee's need for intermittent or reduced leave. The altered position must have equivalent pay and benefits, but not equivalent duties.
- b. When FMLA leave is needed to care for a family member or for the employee's own illness, and is for planned medical treatment, the employee must try to schedule treatment so as not to disrupt the employer's operation unduly.

### VII. Application for FMLA Leave

Employees must give 30 days notice of their need for FMLA leave where the need for the leave is foreseeable, or such notice as is practicable under the circumstances on a form to be provided by the I.U.

### VIII. Substitution of Paid Leave for FMLA Leave

- a. Employees must use paid sick, vacation, and personal or family leave concurrently with FMLA leave, in accordance with applicable leave policies.
- b. Paid leave taken by an employee will be designated FMLA leave by the I.U. if it is taken for an FMLA qualifying purpose.
- c. The I.U. will designate an employee's use of paid leave as FMLA leave based on information from the employee. In no event will the I.U. designate paid leave as FMLA leave after the leave has ended.

### IX. Certification of Serious Health Conditions and Certification of Fitness for Work

- a. Employees must provide medical certification supporting the need for leave due to a serious health condition of the employee or an immediate family member on a form to be provided by the I.U.
- b. At the request of the I.U., employees must provide second and, where the first and second opinions differ, third medical opinions regarding the need for leave due to a serious health condition. (Second and third opinions will be at the expense of the I.U.) The I.U. will deny leave until the required certification is supplied.

## Family and Medical Leave Policy (Continued)

### IX. Certification of Serious Health Conditions and Certification of Fitness for Work (Continued)

- c. Employees may be required to provide recertification of medical conditions at the discretion of the I.U., as allowed by the FMLA.
- d. An employee who takes FMLA leave because of the employee's own serious health condition must provide certification that he or she is able to resume work.

The I.U. will deny reinstatement until the requested certification is provided.

### X. Notice to Employees of their Rights and Obligations under the FMLA

- a. The I.U. will post a notice, as required by the FMLA, explaining the provision of the FMLA.
- b. The I.U. will maintain in its employee handbook or other policy book, a policy intended to comply with the FMLA.
- c. When an employee gives notice of his or her need for FMLA leave, the I.U. will inform the employee (1) of his or her rights and obligations under the FMLA, including any obligation the employee may have to make contributions toward benefits, and (2) of what may happen if the employee fails to meet those obligations.

### XI. Maintenance of records

The I.U. will comply with the record-keeping requirements of the FMLA.

### XII. I.U. Discretion

Except as set forth in this Policy, the I.U. reserves the right to exercise all discretion afforded it pursuant to the FMLA.

### XIII. Definitions

To the extent that this policy employs terms which are defined in the FMLA or in the regulations interpreting it, those definitions are incorporated into this policy.

### XIV. Compliance with the FMLA

This policy is intended to comply with the requirements of the FMLA. To the extent that it fails to do so, the provision of the FMLA shall prevail.

## Hospitalization and Medical Service Plan

1. You are eligible if you meet each of conditions (a) and (b) as follows.

- a. you are employed for 32.5 hours per week,

AND

- b. you are employed for 80 or more full-day sessions in any fiscal year or 500 or more hours in any fiscal year.

If you cannot meet each of conditions (a) and (b) because of the initial date of your employment, you may be eligible if the terms of your employment provide that in the second and subsequent years of employment you will qualify by meeting each of conditions (a) and (b).

2. BLaST IU 17 will offer a Consumer Driven Health Plan (QHDHP) and Preferred Provider Organization (PPO), as long as these plans are offered by the insurance carrier and with contractual plans selected by the Northern Tier Insurance Consortium. Existing employees will be given the opportunity to elect their coverage option once per Plan Year (September 1 through August 31). . An open enrollment period will be provided once per Plan Year for the employee to select or decline coverage for the next 12-month period. This coverage decision cannot be changed until the next annual open Enrollment period, unless the employee experiences a life-changing event as defined by Section 125 of the Internal Revenue Code.

3. New employees who elect coverage will be covered from the first day of work.

If any employee covered by this agreement decides not to elect coverage under this plan, the Board agrees to pay the employee a sum of \$2,500 each year. Equal payments of \$1,250 shall be made to each employee not electing coverage in December and June of each year with all applicable taxes withheld. Such payment shall not be reported for retirement purposes. The employee must provide proof of insurance to the business office within twenty (20) days of the decision to decline coverage in order to receive this sum. In order to continue to receive this payment in future years, the employee must inform the Board of his/her decision to decline insurance coverage each year during an open enrollment period.

4. Employees who did not elect to be covered under this hospitalization and medical service plan during the first twenty (20) days of their employment, and who subsequently decide to participate, can be covered only at the next open enrollment with the insurance carrier or with a qualifying event.

## Hospitalization and Medical Service Plan (Continued)

5. The insurance coverage shall terminate at the end of the policy month in which your active employment with BLaST IU 17 ends.
6. If you are granted an unpaid leave or other temporary absence you may continue coverage by paying premiums during the term of such unpaid leave or temporary absence from your personal funds.
7. The hospitalization and medical service plan is a contract between BLaST IU 17, the insurance carrier, and the Northern Tier Insurance Consortium. No dispute over a claim for any benefits extended by the hospitalization and medical service plan shall be subject to any grievance procedure established in this policy.
8. It is agreed and understood that BLaST IU 17 does not accept, nor is BLaST IU 17 to be charged with hereby, any responsibility in any manner connected with the determination of liability to any employee claiming under any of the benefits extended by the hospitalization and medical service plan. It is agreed that BLaST IU 17's liability shall be limited to the payment of contributions to NTIC. The employee will have the copay amounts as described in the Open Enrollment documentation deducted from his/her pay to share in the cost of providing insurance and these amounts shall not be subject to federal income tax pursuant to Section 125 of the Internal Revenue Code.

The IU shall adopt an IRS Section 125 plan and make available to all Employees Section 125 Flexible Spending Accounts for medical expenses and dependent care expenses, as well as a Flexible Spending Account for medical expenses if the employee selects a PPO health insurance plan.. The medical expenses maximum shall be Two Thousand, Five Hundred (\$2,500) per year and the dependent care expenses maximum shall be the lesser of (1) the earned income of the participant, (2) the earned income or deemed earned income of the participant's spouse, or (3) Five Thousand Dollars (\$5,000) annually; Two Thousand, Five Hundred (\$2,500) for a married participant filing a separate income tax return. The employee is responsible for understanding the risks and benefits of the program. For employees who select a Cconsumer driven Health Plan, a Health Savings Account will be offered. Maximum combined contributions by the IU and the employee will be determined according to annual IRS guidelines.

The IU reserves the right to change the administrator of the 125 Flexible Spending Accounts at any time. If a charge is assessed, it will be the responsibility of the Intermediate Unit.

9. A copy of the Hospitalization and Medical Service Plan is available in the Business Office: BLaST IU 17; 33 Springbrook Drive; Canton, PA 17724. Telephone: 570-673-6001 or the Human Resources Office; BLaST IU 17; 2400 Reach Rd; PO Box 3609; Williamsport, PA 17701. Telephone: 570-323-8561.

## Liability Insurance

You are protected by this insurance. This insurance provides liability coverage to BLaST I. U. #17 Board members and employees in the amount of \$1,000,000.00. The protection is for third-party liability in the event of suits for errors or omissions of the insured, and defense of the insured when suits arise.

In the event of suit, all costs of defense and judgment(s) against the individual or individuals as a group are covered, except the applicable deductible in each suit.

The insurance provides protection against suits for errors or omissions “discovered” prior to the purchase of the insurance.

## Life Insurance

BLaST IU 17 provides and pays the premium of a term life insurance policy in the amount of \$25,000 for eligible employees, effective on the first day of employment.

Coverage and payment of the life insurance are subject to the following conditions:

1. You are eligible if you meet each of conditions (a) and (b) as follows:
  - a. you are employed for 32.5 hours per week,

AND

- b. you are employed for 80 or more full-day sessions in any fiscal year or 500 or more hours in any fiscal year.

If you cannot meet each of conditions (a) and (b) because of the initial date of your employment, you may be eligible if the terms of your employment provide that in the second and subsequent years of employment you will qualify by meeting each of conditions (a) and (b).

2. The insurance coverage will terminate at the end of the month in which your employment ends.
3. If you are on an unpaid leave or other temporary absence, you may continue coverage by paying premiums during the term of such unpaid leave or temporary absence from your personal funds.
4. The insurance company, not BLaST IU 17, determines all liability for payment. BLaST IU 17's sole liability is limited to payment of premiums.
5. Additional insurance above the \$25,000 is available at the employee's expense. See the Business Office or Human Resources Office for a schedule of rates.

## Loss of Pay for Lost Time

For lost time other than for reasons otherwise described herein, loss of salary will result. The amount will be in direct ratio to the time lost in comparison with your time assignment.

Example:  $\frac{\$13,000}{185}$  annual salary = \$70.27 (daily wage to be assigned)

## Payday

You will be paid by direct deposit on Friday at intervals of two (2) weeks throughout the year. Therefore, you will receive twenty-six (26) or twenty-seven (27) approximately equal gross pays, depending on the number of pay periods in the year.

## Pension Benefits

Act 9 of 2001, the current retirement law states:

“Membership in the system shall be mandatory as of the effective date of employment for all school employees except the following:

Any school employee who is employed on a per diem or hourly basis for less than 80 full day sessions or 500 hours in any fiscal year.

### **Member Contribution Information for New Members**

As a member of PSERS, a percentage of your salary is withheld from your pay by your employer and submitted to your PSERS retirement account. PSERS has four membership classes: T-C, T-D, T-E, and T-F. Your membership class, in part, determines your employee contribution rate. The rate of the contribution you pay towards your account is based on the date you were hired and/or the membership class you elected. These contribution rates are set by law. You cannot choose to lower or raise your contribution amount.

### **Member Contribution Rates**

A Class T-C member who enrolled in PSERS before July 22, 1983, has a contribution rate of 5.25 percent. A Class T-D member who enrolled in PSERS before July 22, 1983, has a contribution rate of 6.50 percent.

A Class T-C member who enrolled on July 22, 1983 through and including June 30, 2011, will have a contribution rate of 6.50 percent. A Class T-D member who enrolled on July 22, 1983 through and including June 30, 2011, will have contribution rate of 7.50 percent.

Those who become members for the first time on or after July 1, 2011, may choose between two classes of membership in PSERS, and therefore, two different base contribution rates.

### **New members electing Class T-E:**

- The base employee contribution rate is 7.5% with “shared risk” (See An Explanation of Shared Risk on this page) contribution levels that may fluctuate between 7.5% and 9.5%.

### **New members electing Class T-F:**

- The base employee contribution rate is 10.3% (base rate) with “shared risk” (See An Explanation of Shared Risk on this page) contribution levels that may fluctuate between 10.3% and 12.3%.



## **An Explanation of Shared Risk**

With a “shared risk” program, Class T-E and Class T-F members benefit when investments of the fund are doing well and share some of the risk when investments under perform. With a Class T-E or Class T-F membership, your contribution rate will stay within the specified range (Class T-E - 7.5% and 9.5% or Class T-F - 10.3% and 12.3%), but may increase or decrease by 0.5% within the specified range once every three years, starting in July 1, 2015. Your member contribution rate will never go below the base rate or above the highest percentage rate. If however, it is determined that PSERS is fully funded at the time of the comparison, your member contribution rate will revert to the base employee contribution rate for your membership class.

BLaST IU 17 is required to pay a percentage of your salary determined annually by the Pennsylvania School Employees’ Retirement System into the retirement system.

Field agents for the retirement system can be contacted at PSERS Northcentral Regional Office; Suite 201, 300 Bellefonte Avenue; Lock haven, Pennsylvania, 17745-1903. Telephone: Toll free – 1888-773-7748, Extension 5275; Fax: 570-893-4414.

## Personal Day

You are eligible for paid personal leave if you have full-time assignment which is defined as 185 seven-hour days.

You will be allowed two (2) personal days per work year.

Personal leave is subject to the following conditions.

1. You are allowed two (2) personal days without loss of pay during the work year.
2. Requests for a personal day shall be submitted in writing to your supervisor at least five (5) workdays in advance of the leave.
3. Requests shall be honored on a first-come, first-served basis.
4. Limitations
  - a. The number of eligible paraprofessionals taking personal leave per day shall not exceed ten percent (10%) of the full-time paraprofessionals in the office to which the employee is assigned. In no instance shall any office be entitled to less than one (1) request per office.
  - b. A personal day shall not be taken the first five (5) workdays or the last five (5) workdays of the work year.
  - c. A personal day shall not be taken the workday immediately preceding or following a holiday or vacation period.
  - d. A personal day may not be granted to a paraprofessional on the same day that a personal day is granted to the teacher to whom the paraprofessional is assigned.
5. The Supervisor may waive the aforesaid five-day notification requirement and the aforesaid limitations. Such waiver shall not establish a precedent for any future decision to grant or deny a waiver of said notice or limitation.
6. Personal days are accumulative up to five (5) days. Accumulated personal days in excess of five (5) days will be converted to sick days.

## Professional Development & Educational Improvement

1. You are eligible if you meet each of conditions (a) and (b) as follows:

a. are employed for 32.5 hours per week,

AND

b. are employed for 80 or more full-day sessions in any fiscal year or 500 or more hours in any fiscal year.

If you cannot meet each of conditions (a) and (b) because of the initial date of your employment, you may be eligible if the terms of your employment provide that in the second and subsequent years of employment you will qualify by meeting each of conditions (a) and (b).

2. BLaST IU 17 will reimburse each eligible employee for the cost of tuition of college credits completed, to a maximum of \$5,250.00 per fiscal year (July 1 – June 30), with the exception that tuition for credits offered by individuals or organizations which purchase, or by other arrangements, secure college credits for their programs will not be reimbursed. The University tuition bill must be presented to the Intermediate Unit #17 Business Office with a copy of the Executive Director's course approval. The Intermediate Unit will then submit tuition payment directly to the employee. Should the employee pay the tuition of an approved course, the Intermediate Unit will reimburse the employee upon presentation of the paid tuition receipt.
3. You must obtain prior approval of the Executive Director or his/her designee.
4. You must present proof of the successful completion of the course while in the employ of BLaST IU 17, together with the proof of payment of tuition.
5. "Completed" is defined as the date on which requirements of the course are completed.
6. Employees on leave are not eligible to receive reimbursement for tuition costs.
7. Approval will be granted to any employee only after the employee has actually started work for the Intermediate Unit.

## **Professional Development & Educational Improvement (Continued)**

8. Payment shall be limited to the actual expense incurred by the employee for college tuition, to a maximum of \$5,250.00 per fiscal year (July 1 – June 30), except where an employee is reimbursed for some part or all of the expenses incurred in earning college credits by the Federal Government because of service in the Armed Forces; the payments due the individual under the provisions of this policy will not be reduced because of payment of the Government.
9. You must remain in the employ of BLaST IU 17 for six months after completion of the course.
10. You must submit a passing grade to the Business Office within 30 days of the completion of the course or the amount of payment will be deducted by payroll.

## Retirement Severance Benefit

In order to be eligible for the Retirement Severance Benefit you must:

1. Have been working on a full-time assignment which is defined as 185 seven-hour days.
2. Submit a valid written resignation to the BLaST IU 17 Board advising of your pending retirement, and
3. Submit to the Pennsylvania Public School Employees' Retirement System your application for retirement benefits.

BLaST IU 17 will pay eligible employees who have completed ten (10) years of seniority with BLaST IU 17, the sum of \$1,000.00. Payment of the Retirement Severance Benefit will be included in the last pay, applicable taxes will be assessed. The date of separation from BLaST IU 17 is defined as that date which you have on your official application for retirement as the "Date on which Last Service was Rendered."

In order to be eligible for the Retirement Severance Benefit, you must qualify for retirement under the Pennsylvania Public School Employees' Retirement System.

Your Retirement Severance Benefit is not a death benefit and is limited to payment to you upon retirement. You are eligible to receive the Retirement Severance Benefit only one (1) time.

This policy applies only to the official provisions for retirement under the Pennsylvania Public School Employees' Retirement System and is restricted to superannuation retirement, disability retirement, or withdrawal allowance. Vesting in excess of one (1) year prior to retirement will preclude payment.

Your Retirement Severance Benefit cannot be assigned or transferred. Any prior service with Bradford, Lycoming, Sullivan, and Tioga County Boards of Education shall be counted towards eligibility for the Retirement Severance Benefit.

## Sick Leave

You are eligible for ten days of paid sick leave per year if you have a beginning work year comparable to the normal work year of a classroom teacher employed by BLaST IU 17 (185 full school days).

You are eligible for less than ten days of paid sick leave if you meet each of conditions (a) and (b) as follows:

- a. you are employed for 32.5 hours per week,

AND

- b. you are employed for 80 or more full-day sessions in any fiscal year or 500 or more hours in any fiscal year.

The number of sick days for which you will be credited based on the above will be prorated according to the actual number of days worked in a fiscal year. Unused sick days accumulate indefinitely from year to year.

A doctor's certificate certifying that you were unable to perform your duties during the period of absence for sickness may be required. Such certification will always be required for three (3) or more consecutive sick days.

Each Employee shall be permitted to use up to five (5) days of sick leave per school year for illnesses in his/her immediate family.

If you are eligible for Workers' Compensation benefits, then you shall not be eligible for sick leave pay.

In no situation will an employee be compensated for unused sick time.

## Social Security

You are covered by the Federal Social Security Act. Information concerning eligibility and benefits can be obtained from the local Social Security Office.

## 403(b) Plan

BLaST IU 17 will, upon your written request, deduct from your salary a 403(b) plan which qualifies under the Internal Revenue Code.

You are free to contact one of the approved providers and you will be responsible for possession of your own contract.

## Time Sheets/Calendars

We ask you to keep an accurate record of the number of hours you work.

If you are a full-time paraprofessional (185 days), you are responsible for the following:

1. Filling out a monthly calendar indicating your days worked and any absences.
2. The calendar will be made available on the IU website ([www.iu17.org](http://www.iu17.org)).
3. The completed calendar must be submitted no later than the 5<sup>th</sup> of the month following month end via email to [workcalendar@iu17.org](mailto:workcalendar@iu17.org) and your immediate supervisor.

If you are a part-time (hourly) paraprofessional, you are responsible for the following:

1. Submission of a bi-weekly time sheet to payroll no later than the Tuesday following the end of the pay period.

## Transfer

When a BLaST employee job opening occurs, which BLaST IU 17 desires to fill, you may request a transfer.

The request shall be in writing, signed and submitted to Director of Student Services within ten (10) days of posting. Requests will be given every consideration, keeping in mind your interest, the interest of BLaST IU 17 and the children whom we serve. Each person requesting a transfer will be notified of the decision.

In the event a written request is not received by the Director of Student Services, the IU will take steps to fill the position in the manner best suited for the IU.

## Travel and Expenses

You may not purchase or incur obligations on behalf of BLaST IU 17. However, upon the prior approval of your supervisor, you may, upon presentation of a written receipt, receive reimbursement for expenses which you have incurred.

Approved mileage shall be reimbursed at the I.R.S. rate.

## Unemployment Compensation

Act 22 of 1977, amended the Unemployment Compensation Law to include public school employees, effective January 1, 1978.

You may be eligible for unemployment compensation if you become unemployed through no fault of yours and you are able and available for full-time work each week.

Your weekly benefit will vary with the amount of wages you were paid for a period of 30 weeks.

Application for these benefits should be submitted to your local office of the Bureau of Employment Security.



## Work Year

The normal work year for paraprofessionals shall be 185 days.

The normal workweek for paraprofessionals shall be five (5) days, starting on Monday morning and ending Friday afternoon.

The minimum normal workday for paraprofessionals will be the workday established by the school district or the school to which the paraprofessional is assigned.

If you are required to work longer than the normal workday, additional wages will be paid. Prior approval by the Assistant Executive Director of Student Services for such work is required.

## Workers' Compensation

BLaST IU 17 carries Workers' Compensation Insurance. In case of injury on the job, you must fill out the accident report form found on the IU 17 website ([www.iu17.org](http://www.iu17.org)) within twenty-four (24) hours of the injury. If medical care is needed, you must seek care from one of the physicians on the approved physician panel for the first ninety (90) days.

If you are going to be absent from work, you must keep your supervisor advised as to the expected date of return to work.

The insurance company and Workers' Compensation Board insist that written accident reports and doctor's reports are completed promptly.

## Grievance Procedure

Should you have a grievance or other problem that concerns you, please let BLaST IU 17 know. BLaST IU 17 will make an honest effort to solve the problem without any bad feelings. Here are the steps you are to follow:

First Step: Discuss the grievance or problem with your teacher. If you are unable to arrive at a satisfactory settlement or solution, then proceed to the next step.

Second Step: Write your grievance and submit it to the Supervisor. The Supervisor will discuss the matter with you at a mutually agreeable time and will give you a written answer within five (5) working days of the discussion. If you do not accept the decision, then proceed to the next step.

Third Step: Submit your written grievance to the Director of Student Services. The Director of Student Services will hold a meeting at a mutually agreeable time and discuss your grievance or problem and will give you a written decision within five (5) working days of the discussion. If you do not accept the decision, then proceed to the next step.

Fourth Step: Submit your written grievance to the Executive Director. The Executive Director will hold a meeting at a mutually agreeable time and discuss your grievance or problem and will give you a written decision within seven (7) working days of the meeting.

The Local Agency Law provides that no decision by BLaST IU 17 affecting your personal property rights, privileges, immunities or obligations shall be valid unless you have had an opportunity for a hearing. If you are aggrieved by the final decision, you have the right to appeal to the Court.

