

# **HEAD START CONSORTIUM**

## **EMPLOYEE HANDBOOK**

**This Handbook supersedes all prior policies, procedures  
and practices – verbal or written.**

May 2021

## **NOTICE**

**This Handbook is not, nor is it intended to be, a complete list of all of the Consortium's rules, regulations and policies. The Consortium reserves the right to modify its policies, benefits and rules, whether or not contained in this Handbook, as it deems necessary.**

**While the Consortium hopes that your employment relationship with us will be a satisfactory one, you may resign your employment at any time for any reason at all, with or without notice. Similarly, the Consortium may terminate the employment relationship. Nothing in this Handbook is intended to create (nor shall be construed as creating) an express or implied contract of employment or to guarantee employment for any term or to promise that any specific procedures must be followed. Unless you have an Employment Agreement, there is no contract of employment between the Consortium and you except as approved in writing by the Consortium's Board of Directors.**

**If you have any questions concerning your employment with the Consortium or any aspect of this Handbook, please contact:**

**THE CONSORTIUM'S BUSINESS MANAGER  
(574) 393-5877**

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Revised June 2007  
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## INTRODUCTION TO THE CONSORTIUM, ITS MISSION AND VISION

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- **Organization Of The Consortium**

The Head Start Consortium is the collaboration of eleven school districts in north central Indiana. The eleven participating school districts, each with one or more Head Start Program Sites, are:

Baugo School Corporation, in Elkhart County  
Concord School Corporation, in Elkhart County  
Elkhart School Corporation, in Elkhart County  
Goshen School Corporation, in Elkhart County  
John Glenn School Corporation, in St. Joseph County  
Middlebury School Corporation, in Elkhart County  
Mishawaka School Corporation, in St. Joseph County  
Penn Harris Madison School Corporation, in St. Joseph County  
South Bend School Corporation, in St. Joseph County  
Wa-Nee School Corporation, in Elkhart County  
Union North School Corporation, in St. Joseph County

The Head Start Consortium is governed by a board of directors (“Board of Directors”), which consists of the superintendents or designees of each of the participating school districts, as well as one parent of a child currently enrolled in the Consortium’s Head Start Program. The Board of Directors and the Policy Council establish the policies and procedures of the Consortium and ensure the Consortium has the funding, staff, facilities and equipment needed to fulfill its mission. The Board of Directors delegates responsibility for implementation of its policies and directives to the Executive Director, who the Board of Directors employs to run the day-to-day operations of the Consortium. The Executive Director reports directly to the Board of Directors.

To assure accountability and responsiveness, communications to the Board of Directors should be channeled through the Executive Director. In reporting violations of the EEO, Anti-Harassment, or Anti-Retaliation Policies committed by the Executive Director, employees should follow the procedures outlined in Chapter 2.4.

- **History And Purpose Of The Consortium**

The Head Start Consortium began serving children in St. Joseph and Elkhart Counties in October, 2004. In 2010, the Head Start Consortium began its Early Head Start Program, serving infants, toddlers, and pregnant women. In February 2015, the Consortium was awarded an Early Head Start – Child Care Partnership grant, allowing the Consortium to partner with local child care centers serving infants and toddlers. The Consortium is funded by government funds.

The Head Start Consortium is proud to be a part of the Head Start family, and is committed to providing quality services to children and families in Elkhart and St. Joseph Counties. The Consortium strives to create a seamless educational system for underserved preschool children, and to provide a nurturing learning environment to prepare them for kindergarten. The Consortium is committed to a holistic approach to address the many factors outside of the educational component that play a role in child development and academic success. The Consortium’s long-term goals include: (1) ensuring school readiness; (2) galvanizing rich community resources to improve the health and social outcomes for children and their families; (3) strengthen the program based on the assets and participation of Head Start families and communities; (4) empower parents to develop self-sufficiency; and (5) provide equally high-quality services in both Elkhart and St. Joseph Counties. The Early Head Start program seeks to promote healthy prenatal outcomes for pregnant women, to enhance the development of very young children, and to promote healthy family functioning.

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*Revised September 2007*  
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## **PURPOSE AND APPLICABILITY OF THIS HANDBOOK AND POLICIES/RULES GOVERNING HEAD START PROGRAM SITES**

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- **Purpose of Handbook**

The Consortium's personnel policies reflect its belief that its employees are one of its most valuable assets. This Handbook will (1) answer some of the questions you will have, (2) provide information the Consortium believes you should know about your employment, and (3) inform you of some of the rules, regulations and policies related to your employment.

The matters discussed in this Handbook are of great importance, but are not, and are not intended to be, a complete list of all of the Consortium's rules, regulations and policies. The Consortium reserves the right to modify its policies, benefits and rules as necessary. Every employee is expected to comply with each of the rules and policies discussed in this Handbook as well as any others adopted by the Consortium in the exercise of its right to manage its business. If you have questions about any of the rules and policies, please direct them to the Consortium's Business Manager. You should understand that a violation of any of the Consortium's rules or policies may result in discipline up to and including discharge.

- **Applicability of Handbook**

This Handbook contains information for all employees of the Consortium. If a Chapter or provision of this Handbook applies only to certain Consortium employees, such applicability is contained in that Section or provision. For instance, some Chapters/provisions apply only the Consortium Administrative Office Team employees, or only to Program Site Employees, the definitions of which are contained in Chapter 3.1.

- **Policies, Procedures and Rules of Conduct of Head Start Program Sites**

All Consortium employees, regardless of title, role, or primary work location(s), must abide by all policies, procedures, and rules of conduct applicable to the Program Site while they are present at such Site (and outside such Program Site for employees regularly employed at such Site, to the extent set forth in the Site School Corporation's policies, procedures, and/or Rules of Conduct). If you regularly work at one or more Program Sites and have not received policies, procedures, and rules of conduct governing such Site, contact the Consortium Business Manager. If you have any questions concerning such policies, procedures and rules of conduct, contact the Consortium Business Manager and/or the administration of the Program Site School or the School Corporation of the Program Site.

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**This Handbook is not intended to, and in no way creates, a contract of employment between you and the Consortium. Unless you have an Employment Agreement that states otherwise, your employment with the Consortium is “at will,” meaning either you or the Consortium can end the employment relationship at any time for any reason or no reason at all, and that the Consortium can change the terms or conditions of your work at any time without notice.**

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- **Head Start Consortium Definitions**

- 1) **Administrative Office Team / Grantee Staff:** All employees who regularly perform their duties at the Consortium's Administrative Offices and employees who regularly perform their duties at more than one Head Start Program Site, including the Executive Director, Program Managers, Coordinators, and support and administrative staff.
- 2) **Anniversary Date:** The day, one year from employee's last date of hire and each annually succeeding date thereafter.
- 3) **Board of Directors:** The governing body of the Elkhart & St. Joseph Counties Head Start Consortium.
- 4) **Calendar Year:** The period beginning January 1 and ending December 31.
- 5) **Consultant:** A person who renders a professional consultative service on an independent basis, usually under contract.
- 6) **Fiscal Year:** The fiscal year for the Head Start and the Early Head Start programs begin November 1 and end October 31. The fiscal year for the EHS-Child Care Partnership program begins August 1 and ends July 31.
- 7) **Program Site Employees / Site Employees:** All employees who regularly perform their duties at the Head Start Program Sites, including all Site Supervisors, Teachers, Substitute Teachers, Teacher Assistants, Paraprofessionals, Family & Community Specialists, and Transportation personnel.

- **Head Start Definitions**

- 1) **ACF:** Administration for Children and Families.
- 2) **Grant Year:** The grant year for the Head Start and Early Head Start programs begin November 1 and end October 31. The grant year for the EHS-Child Care Partnership program begins August 1 and ends July 31.
- 3) **Grantee Agency:** The organization responsible for overseeing all financial and human resource aspects of the Head Start program, in accordance with the rules and regulations of the Department of Health and Human Services.

- 4) **Policy Council:** The official parent/community group, which is part of the shared decision making process for Head Start.
- 5) **Program Year:** The period when Head Start is in Session, plus any time required for start-up and close-out.
- 6) **Season/Program Employee:** An employee who works only during the program year.
- 7) **Site Committee:** The official parent representative group, which operates at each site, and is composed of no less than 100% current Head Start parents.
- 8) **Health and Human Services:** Department of the government that provides funding for Head Start Program.

- **Head Start Governance**

- 1) **Board of Directors:** The Board of Directors is responsible for administering and overseeing the Consortium and for safeguarding federal funds. The Board of Directors is also responsible for adopting policies related to the governance of the Consortium, including personnel policies, and for monitoring compliance with those policies.
- 2) **Executive Director:** Responsibility for developing, administering, and interpreting policies is assigned to the Executive Director. The Executive Director may delegate responsibility for administering established policies to other management or supervisory staff, subject to Review by the Executive Director. The Executive Director may, for compelling reasons, make exceptions to any of the policies contained in the manual, except to the at-will employment policy.
- 3) **Head Start Policy Council:** The responsibilities of the Head Start Policy Council include the approval of budgets, policies related to Head Start operations, programming, and staff actions, in concert with the Head Start Consortium and those other specific responsibilities which are outlined in the Rules of Operations, which are found in the Head Start Act of 2007.

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It is the Consortium's policy that, as required by law, equal employment opportunities be available to all persons without regard to race, sex, age, color, religion, ethnicity, national origin, disability, citizenship status, ancestry, sexual orientation or gender identity, or any other category protected under state or local law. This policy applies to employees and applicants and to all phases of employment including hiring, promotion, demotion, working conditions during employment, rates of pay or other forms of compensation, and termination of employment.

The Consortium will take appropriate steps to provide reasonable accommodations, upon request, to qualified individuals with disabilities so long as doing so does not cause an undue hardship.

The Consortium will provide reasonable accommodation, upon request, to an employee's religious beliefs.

Violations of the Consortium's EEO Policy will not be tolerated and will result in appropriate discipline, up to and including discharge.

If you believe this Policy has been or is being violated, you **must** report the violation(s) immediately per the reporting procedure outlined in Chapter 2.4.

“Gender identity” means an individual having or being perceived as having a gender-related self-identity, self-image, appearance, expression or behavior different from those characteristics traditionally associated with the individual’s assigned sex at birth.

“Sexual orientation” means an individual’s actual or perceived identity or practice as a lesbian woman, gay man, bisexual person or heterosexual person.

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*Revised July 2013*

The Consortium is committed to providing a workplace free of harassment of any employee because of the employee's race, sex, religion, age, national origin, disability, ancestry, sexual orientation or gender identity, or any other category protected under state or local law. To be unlawful, harassing conduct must be sufficiently severe and pervasive to unreasonably interfere with an employee's ability to work. The Consortium, however, does not condone or tolerate any harassing conduct based on an employee's race, sex, age, religion, national origin, disability, ancestry, sexual orientation or gender identity, or any other category protected under state or local law.

Harassing conduct may include, among other things, (1) epithets, slurs, stereotyping, or threatening, intimidating, or hostile acts that relate to race, sex, age, religion, national origin, or disability; and (2) written or graphic material that denigrates or shows hostility or aversion toward an individual or group because of race, sex, age, religion, national origin, disability, ancestry, or sexual orientation or gender identity. The Consortium is committed to protecting employees from such harassment whether from other employees, or non-employees such as our donors, delivery personnel, etc.

Specifically included in this policy is a commitment to provide a workplace free of sexual harassment. Sexual harassing conduct may include, among other things:

- (1) Unsolicited and unwelcome comments or conduct of a sexual nature or that are demeaning to women or men as a group (for example, offensive or vulgar jokes, name-calling, comments about one's body or sex life, stereotyping based on a person's sex, touching, leering, ogling, patting, pinching, indecent exposure, physical gestures, or displaying sexually explicit photographs or objects that might interfere with a reasonable person's work);
- (2) Unsolicited and unwelcome demands or requests for sexual favors, sexual encounters, or amorous social engagements;
- (3) Explicit or implicit promises of preferential treatment with regard to a person's employment in exchange for sexual favors, sexual encounters, or amorous social engagements; and
- (4) The use of an employee's or applicant's submission to or rejection of sexual or amorous advances as the basis for making, influencing, or affecting an employment decision that has an impact upon the terms and conditions of the individual's employment (for example, hiring, firing, promotion, demotion, compensation, benefits, or working conditions).

Given the nature of this type of conduct and the serious effects such conduct can have on the person harassed and the accused, the Consortium treats alleged violations of this policy seriously and, to the extent possible, confidentially. The Consortium expects all individuals to treat alleged violations in the same responsible manner. Violations of this policy will not be tolerated and will result in appropriate discipline, up to and including discharge.

If you believe this Policy has been or is being violated, you **must** report the violation(s) **immediately** per the reporting procedure outlined in Chapter 2.4. An employee who files a false report of harassment may be subject to discipline up to and including termination.

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## 2.3

## NON-RETALIATION POLICY

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The Consortium's Equal Employment Opportunity and Anti-Harassment Policies will have little positive effect unless the Consortium's employees can report violations of those policies without fear of retaliation from the Consortium or fellow employees. Consequently, the Consortium cannot and will not tolerate acts of reprisal taken against any employee for reporting what he or she, in good faith, reasonably believes constitutes a violation of either policy. No employee who reports what he or she reasonably believes constitutes a violation of either policy will suffer any adverse employment consequences because of such a report. Any employee of the Consortium who retaliates against or harasses another employee for making such a report, or encourages another to do so, will receive appropriate discipline, up to and including discharge.

If you believe this Policy has been or is being violated, you **must** report the violation(s) immediately per the reporting procedure outlined in Chapter 2.4.

*Adopted May 18, 2005*

## **PROCEDURES FOR REPORTING UNLAWFUL DISCRIMINATION, HARASSMENT AND RETALIATION**

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If you believe you or any other employee is being subjected to conduct or comments that violate the Consortium's EEO, Anti-Harassment or Non-Retaliation policies, you have a responsibility immediately to:

- **Report your concerns to your immediate supervisor or to the following mailbox, which has been set up to ensure concerns are received and reviewed timely: [HR@headstartesj.onmicrosoft.com](mailto:HR@headstartesj.onmicrosoft.com).**
- **If you are not comfortable reporting your concerns to your immediate supervisor or to the mailbox above, you may report your concerns to the Executive Director.**
- **In those limited circumstances when an employee may not feel comfortable reporting his or her concerns to any of those persons already listed, such as if the Executive Director is believed to be violating these policies, you may report your concerns to any member of the Board of Directors.**

Supervisors who become aware of any potential violation of this policy must report the potential violation to the Executive Director. If the potential violations are being caused by the Executive Director, however, supervisors should report potential violations to the President or any member of the Board of Directors.

It is your duty and responsibility as an employee of the Consortium to help maintain a comfortable work environment free from unlawful discrimination, harassment and retaliation.

You may, but are not required to, use the Consortium's Employee Complaint Form that is available at the end of this Handbook to report your concerns. Concerns reported under this policy will be reviewed in a timely manner. An employee who files a false report may be subject to discipline up to and including termination.

**All other work-related issues and concerns should be reported under the procedure provided in Chapter 3.18.**

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For the purpose of designating eligibility for certain benefits and the payment of overtime, employment classifications fall into one of each of the following categories:

- **Regular/Temporary:** A **regular employee** is an individual who has been hired to fill a specific position for an indefinite period of time. A **temporary employee** is an individual who has been hired for work of purely temporary nature. A temporary employee is entitled only to statutorily mandated benefits set forth in Section IV. All employees are notified in writing of their status at the time of hire.
- **Full-Time/Part-Time:** A full-time employee is regularly scheduled to work an average of 30 or more hours per week. A part-time employee is any individual who is regularly scheduled to work fewer than an average of 30 hours per week. Part-time employees may occasionally be required to work full-time hours because of business needs. These occasions will not alter the employee's part-time status unless the Executive Director determines that the requirements of the position warrant converting the position to full-time status. If the Executive Director makes that determination, the employee will be notified in writing that his or her employment status is changed from part-time to full-time. Special eligibility rules may apply to the group health plan. Please consult the Health Plan Summary Plan Description for more information.
- **Exempt/Non-Exempt:** An exempt employee is one whose duties and responsibilities are of an executive, administrative, or professional character as described under the Fair Labor Standards Act ("FLSA") and who is paid on a salary basis. Such employees are "exempt" from the overtime and certain other provisions of the FLSA. Exempt employees sometimes perform work in excess of the typical 40-hour workweek without additional compensation. A non-exempt (hourly) employee is covered by the provisions of the FLSA, including the provision for payment of all overtime hours worked.

This Handbook also from time to time refers to "**Program Site Employees**" or "**Site Employees**," which includes all employees who regularly perform their duties at one of the Head Start Program Sites, including all Site Supervisors, Teachers, Substitute Teachers, Teacher Assistants, Paraprofessionals, Family & Community Specialists, and Transportation personnel. The "**Administrative Office Team**" (also called "**Grantee Staff**"), which includes all employees who regularly perform their duties at the Consortium's Administrative Offices and employees who regularly perform their duties at more than one Head Start Program Site, including the Executive Director, Program Managers, Coordinators, and support and administrative staff. If you have any questions as to which categories govern your employment, please see the Business Manager.

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## 3.2

## POSITION DESCRIPTIONS

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Each Consortium employee will receive a copy of the Position Description for his or her position at the beginning of employment and annually.

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*Revised July 19, 2006*

## RECRUITMENT, SELECTION AND ASSIGNMENT OF STAFF

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When an opening becomes available in any Head Start program, the position will be advertised as appropriate. If you are interested and feel you qualify for an opening, you are encouraged to apply. Requests should be directed to the Business Manager.

The following process generally will govern the recruitment and selection of Consortium Administrative Office Team employees, subject to the discretion of the Executive Director:

- The opening will be posted and communicated as appropriate, which typically will include posting of the opening and a summary of the job responsibilities and qualifications.
- As appropriate, including for key management and fiscal employees, appropriate management representatives will meet to discuss the applicants.
- Appropriate management representatives will convene to conduct the interviews and will coordinate all pre-employment screening, including a criminal record check, verification of personal and employment references, and review of academic credentials.
- Appropriate management representatives will recommend an applicant for hire to the Consortium Board.
- The Consortium Board will convene to approve or not approve the recommended applicant.
- If the applicant is not approved by the Consortium Board, appropriate management representatives will reconvene and select another applicant to recommend for hire to the Consortium Board.
- If an employee resigns without sufficient notice, the Executive Director will hire a temporary substitute to fill the position until the position is filled.

The following process generally will govern the recruitment and selection of Teachers, Substitute Teachers, Teacher Assistants, Paraprofessionals, Family & Community Specialists, and Transportation personnel:

- The opening will be posted and communicated as appropriate, which typically will include posting of the opening and the job description on the Head Start website and postings at each Program Site's administrative offices and on their websites.
- Consortium management, in conjunction with the School Corporation of the Program Site with the opening as appropriate, will consider the applicants and their qualifications.
- Consortium management, in conjunction with the School Corporation of the Program Site with the opening as appropriate, will conduct the interviews and coordinate all pre-employment screening, including a criminal record check and verification of personal and employment references.

- Consortium management and the School Corporation of the Program Site with the opening will recommend an applicant for hire to the Executive Director, who in turn will recommend an applicant for hire to the Consortium Board.
- The Consortium Board will approve or not approve the recommended applicant.
- If the applicant is not approved, Consortium management and the School Corporation of the Program Site with the opening will select another applicant to recommend for hire to the Executive Director.

The following process will generally govern the assignment of Teachers, Substitute Teachers, Teacher Assistants, Paraprofessionals, and Family & Community Specialists:

- After children are assigned to classrooms (Head Start) and groups (Early Head Start), the Education Manager shall meet with the Business Manager to assign Teachers, Substitute Teachers, Teacher Assistants, Paraprofessionals, and Family & Community Specialists.
- Assignments will take into consideration the needs of the children in the classroom and the skills of staff members, including but not limited to the language spoken by the majority of the children in the classroom or group and the language skills of staff members. At least one staff member assigned to the classroom will be fluent in the language spoken by a majority of the children.
- The Business Manager will record the name and position of the staff members assigned to each classroom or group and will notify staff members of their assignments.
- If, after the beginning of the school year, there is a change in the needs of the children in the classroom (including the language spoken by the majority of the children in a classroom or group), the Education Manager shall promptly notify the Business Manager. The Business Manager, in conjunction with the Executive Director, shall then determine whether staff members should be reassigned. If the Business Manager and Executive Director determine that reassignments should be made, the Business Manager will notify the affected staff members of their reassignment to another classroom or Program Site. All reassignments will be based on student and program needs, and if appropriate in the circumstances will seek to meet those needs with reassignments at the Site.
- In the event a Teacher is absent for two or more consecutive weeks and a Teacher Assistant is asked to provide coverage for the classroom during that time, the Teacher Assistant will be paid at 95% of the starting Teacher wage during the period the Teacher Assistant provides coverage.

Before an applicant for any position is hired, the Consortium will interview the applicant, verify the applicant's personal and employment references, verify the applicant's academic credentials, and, conduct a criminal record check as required by the Head Start Act and its regulations. In addition, any applicant or employee will be required to comply with the background screening requirements in Ind. Code 12-17.2, as may be amended from time to time, which include, among other things, drug screening and fingerprinting. Each application for

employment will be reviewed individually to assess information received as a result of the criminal record check and personal and employment reference checks. Applicants who are hired must complete all personnel paperwork required for the position (e.g., tax forms, emergency contact forms, benefits forms) prior to starting work. Applicants will be required to pay the costs associated with the criminal record check and personal and employment reference checks. Depending on the availability of funding, the Consortium may pay the costs associated with these background checks. The Consortium reserves the right to not to hire an individual based upon the results of the criminal record check or other background screening requirements or to terminate an employee for failing to provide accurate or complete information on the employee's application.

An individual who has been hired may not begin work or attend orientation until a Personnel Action Form is signed by the Executive Director or designee and transcripts (if applicable) have been verified.

Pursuant to federal Head Start regulations, current and former Head Start parents will receive preference for employment vacancies for which they are qualified.

Head Start regulations require staff and program consultants to effectively serve and communicate with children and families with no or limited English proficiency. As a result, individuals who are bilingual (or multilingual) may receive preference for employment vacancies for which they are qualified, and staff members may be reassigned to another classroom or Program Site. Advertisements for positions will state that while English fluency is a condition of employment, preference may be given to applicants who are bilingual or multilingual and whose language skills will assist the Consortium in effectively serving and communicating with its children and families.

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## 3.4

## INTRODUCTORY PERIOD

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All employees shall be on an introductory period for 90 calendar days. This is a period of trial and examination during which both the employer and employee judge how the employment arrangement is working out. New employees will be evaluated at the completion of this period. This evaluation will review job performance and discuss needed improvements or changes by the employee. Completion of the introductory period does not indicate that the employee has any right to continued employment or a salary adjustment. **The completion of the introductory period does not change the employee's at-will employment status.**

Days during the summer program break during which the employee has no duty to report do not count toward the 90-day introductory period.

A supervisor may extend an introductory period if appropriate. An introductory period also may apply upon an employee's change in job position.

*Adopted July 19, 2006*

## 3.5

## PERFORMANCE REVIEWS

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Performance evaluations are conducted at least annually to provide both you and the Consortium an opportunity to discuss your job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss methods for improving your performance.

The results of these reviews will be used to identify staff training and professional development needs, modify staff performance agreements, as necessary, and assist each staff member in improving his or her skills and professional competencies.

If performance problems occur at any time during employment, the supervisor will have the authority and responsibility to review employee progress and to identify a performance improvement plan when job performance standards are not met.

Copies of the evaluation forms for performance evaluations are contained in the Position Description / Performance Appraisal that each Consortium employee receives for his or her position at the beginning of employment and annually.

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- **Regular Hours of Operation:** Regular working hours for the Consortium Administrative Office Team are as determined by the Executive Director. Regular working hours for Site Employees are as determined by the Site School Corporation. Foreseeable tardiness or early departures must be cleared in advance with your immediate supervisor. Exempt employees may be required to work in excess of these hours in order to fulfill their duties. Any work performed outside regular hours of operation, including anytime school is not in session, must be authorized in writing in advance by the Executive Director.
- **Lunch:** All Consortium employees are expected to eat lunch in the cafeteria alongside the children. Employees may bring in their own food, however food should not be transported in bags containing restaurant names. Because employees are expected to provide supervision while eating lunch, employees are not to clock in and out during lunch periods. Unless directed otherwise, clerical and administrative employees are responsible for arranging lunch periods so that the front desk is never left unattended.
- **Conferences for Non-Exempt Employees:** All non-exempt employees must record time spent attending meetings or conferences attended at the behest of the Consortium. Non-exempt employees will receive pay for time spent in conference meetings, workshops, etc., but not for time outside such meetings. Approval for overtime is required as set forth in Chapter 3.8. In addition, non-exempt employees will be reimbursed for time spent traveling to and from conferences attended at the behest of the Consortium, and therefore must record such time as part of the work day as well. Non-exempt employees will not be reimbursed for travel time to conferences when it occurs outside the Consortium's normal business hours, and therefore should not record such time.

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3.7

**PAY PERIODS, PAYDAY & RELEASE OF PAYCHECK**

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All employees are paid bi-weekly (every other Friday). If you believe there is an error in your paycheck, report it to the Business Manager before the next pay period.

The Consortium requires direct deposit of paychecks for all employees.

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- **Non-Exempt Employees**

For purposes of overtime compensation, non-exempt employees who work over 40 hours during a work week will be paid overtime at 1½ times the regular hourly rate of pay. Paid days off (such as holidays, PTO, etc.) are not considered hours worked for purposes of computing overtime. Employees are expected to get their work completed during their regularly scheduled work day. Therefore, overtime will be scheduled sparingly and only when it is deemed necessary.

**You are not permitted to work overtime without the prior approval of your supervisor and the Executive Director.** You cannot work during your lunch period, or take work home, without express permission from your supervisor or the Executive Director. Be sure to record accurately all hours worked. Recording time for which you did not work is considered theft and constitutes not only grounds for immediate discharge, but also can subject you to criminal and civil prosecution.

Overtime compensation for non-exempt employees. Non-exempt employees must receive compensation for overtime worked at a rate equal to one and one-half times the rate for the work performed. Employees will be paid for overtime on the regular payday in which the overtime was worked, at a rate of pay equal to one and one-half the hourly rate for the work performed. The hourly rate used to determine the overtime rate will be adjusted upward to include all pay that the employee received during the period in which the overtime was worked.

- **Exempt Employees**

Exempt employees are not entitled to overtime pay or to accrue compensatory time. Exempt employees are expected to work as long as is required to perform their job responsibilities, even if that means working in excess of 8 hours per day and/or 40 hours per week.

- **Stipend / Temporary Wage or Salary Increase for Additional Responsibilities**

The Executive Director may recommend to the Joint Board for approval a stipend and/or temporary wage or salary increase for an employee who is assuming substantial additional responsibilities and/or responsibilities of another position (including, for example, an unfilled position or the position of an employee who is absent from duty for an extended period of time). When appropriate and feasible, flex time or other options to account for additional duties may be used in lieu of or in combination with a stipend and/or temporary wage or salary increase.

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## DEDUCTIONS FROM EXEMPT EMPLOYEES' SALARIES

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Salaried exempt employees work as few or as many hours as are necessary to get the job done. For this reason, and subject to the exceptions below, it is the Consortium's policy not to reduce a salaried employee's predetermined compensation for any partial-week absence occasioned by the Consortium/Program Sites or their operating requirements, including holidays and partial-week shutdowns; or because of variations in the quality of work performed. However, the Consortium is a public agency and operates under the principles of public accountability in the use of public money. As a result, the Consortium's policy shall allow an exempt employee's pay to be reduced for absences of less than one work day due to personal reasons or because of illness or injury when accrued PTO is not used by an employee because:

- Permission for use of accrued PTO has not been sought or has been sought and denied;
- Accrued PTO has been exhausted; or
- The exempt employee chooses to use leave without pay.

Deductions may also be in the following circumstances:

- A penalty imposed for infraction of a safety rule of major significance;
- Full-day absences for unpaid disciplinary suspensions under the Consortium's disciplinary action policy for infractions of the Consortium's or Program Sites' workplace conduct rules; and
- When no work is performed in a work week.

NOTE: The Consortium's attendance and disciplinary action policies are applicable to an absence, even though the absence may not be one for which a deduction from salary will be taken.

NOTE: The Consortium reserves the right to require an employee to utilize paid time off benefits for partial-day absences occasioned by personal reason or the employee's own illness or injury.

The Consortium will reimburse an employee for any improper deduction. The Consortium encourages any exempt employee who believes his or her salary has been improperly reduced to report the problem immediately to the Business Manager. Employees are assured that the Consortium is committed to comply, and expects all supervisors and managers to comply, with this policy, and not to make improper deductions from salary.

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### 3.10

## PAYROLL DEDUCTIONS & GARNISHMENTS

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The Consortium is required by law to withhold from each employee's pay federal income withholding tax, state and local income taxes, and the employee's portion of Social Security taxes.

In addition, creditors may take court action to force the Consortium to withhold funds from an employee's wages for personal debts, including whatever court costs the creditor incurred. Courts also may order garnishments in instances of spousal maintenance or child support payments. In such instances the Consortium will withhold the court-ordered amount from the employee's pay check as a garnishment. The Consortium encourages its employees to be financially responsible so as to avoid court ordered garnishments, as they are an administrative burden on the Consortium's employees who handle payroll.

Any other deduction, such as credit union contributions, direct deposit, insurance premiums, etc., must be authorized **in writing** by you.

*Adopted May 18, 2005*

All employees are required to maintain an accurate record of all time worked.

- **Non-Exempt Employees**

Non-exempt employees shall record their time using an electronic time tracking system, as directed by the Consortium. Non-exempt employees are expected to use the electronic time tracking system to “clock in” and “clock out” for lunch breaks and any other time not spent working except for breaks of 15 minutes or less. Lunch and any other breaks must be taken on-site. An employee who fails to clock in or out must notify a Manager immediately. Repeated instances of failing to clock in or out will result in discipline. With the exception of bus drivers and bus monitors, non-exempt employees may not “clock in” or “clock out” remotely by logging into the electronic time tracking system via cell phone or otherwise. Employees must also review their time records for the week before submitting them to ensure their accuracy. Employees must report any inaccuracies to their immediate supervisor and/or Business Manager immediately. All time worked must be accurately recorded. Any inaccuracy, dishonesty or fraud in the recording of time will result in discipline up to and including termination, and may also result in criminal and/or civil prosecution.

Under no circumstances may non-exempt employees work without recording their time. They may not work at home unless given express permission by their immediate supervisor or the Executive Director. Further, they must take their full lunch break and may not work during it without express permission from their immediate supervisor or the Executive Director. If anyone, even a supervisor, instructs a non-exempt employee to deviate from this policy, the non-exempt employee should immediately report the matter to the Business Manager. Failure to do so may be grounds for discipline, up to and including discharge, for both the supervisor and the non-exempt employee.

- **Exempt Employees**

Exempt employees must track their work time and report Time & Effort through the Consortium’s time and attendance software.

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Because it is federally funded, the Consortium has a high duty to steward its funds as efficiently as possible in a manner that is beyond reproach. Part of that stewardship responsibility entails employing only enough persons to perform the Consortium's tasks. Consequently, every position within the Consortium is necessary and requires dedication and commitment from those hired to perform them. Part of that commitment means being at work on time each day ready to perform the tasks necessary to do your job.

- **Discipline**

Because of the Consortium's streamlined posture, excessive tardiness and absenteeism places an inordinately large strain on the Consortium's operation. When you are excessively tardy or absent, other employees must perform your tasks as well as their own, thereby placing further stress and strain on those around you. Consequently, the Consortium cannot and will not tolerate excessive tardiness or absenteeism. Managers are responsible for monitoring employee attendance in writing or electronically on a weekly basis and disciplining those who violate this policy.

**Point System:** You will be subject to disciplinary action, up to and including discharge, for unexcused absences and tardiness and for failing to give proper notification of an absence or tardy. Points will be assigned as follows:

- Each day of unexcused absence (as described below) = 1 point
- Tardy (less than 30 minutes) =  $\frac{1}{2}$  point
- Tardy (30 minutes or more) =  $\frac{3}{4}$  point
- Leaving work early before the end of your scheduled work day (less than 30 minutes early) =  $\frac{1}{2}$  point
- Leaving work early before the end of your scheduled work day (30 minutes or earlier) =  $\frac{3}{4}$  point
- Unauthorized break =  $\frac{1}{4}$  to  $\frac{3}{4}$  point, depending on length
- Failure to properly report an absence, tardiness, break, or leaving work early =  $\frac{1}{2}$  point in addition to any points accrued for the absence or tardy

**Disciplinary Steps:** An employee who accumulates the following number of points within the current school year will receive the following disciplinary action:

- 1 point = verbal warning
- 2 points = written warning
- 3 points = final written warning
- 4 points = discharge

An employee may receive more severe discipline (e.g., written warning, final written warning, discharge) without having first received each form of less severe discipline. For instance, an employee who is more than 30 minutes late to work and leaves work more than 30 minutes early the next day without properly reporting his/her tardiness or early departure may receive a written warning without first receiving a verbal warning.

**Excused Absences and Tardies:** Any absence or tardy other than those described below will be considered "unexcused." Excused absences or tardies include the following:

- Paid Time Off approved in accordance with Policy 4.5
- FMLA and Unpaid Medical Leaves approved in accordance with Policies 4.6 and 4.8
- Jury or Witness Duty approved in accordance with Policy 4.11
- Military Related Leave approved in accordance with Policies 4.9 and 4.10
- Bereavement Leave approved in accordance with Policy 4.12
- Unpaid Personal Leave of Absence in accordance with Policy 4.14
- Any other absence excused by state or federal law
- Absences due to a work-related injury, even if not FMLA-eligible

**Removal of Points:** Perfect attendance for one (1) calendar month during the school year will result in one-half point being removed from an employee's total. Removal cannot result in an employee having less than zero points. Perfect attendance is defined as a period with no unexcused full or partial absences or tardiness.

- **Reporting Tardiness and Absences**

The Consortium recognizes that instances inevitably arise when employees must be late, leave early, or be absent altogether. In those rare instances, an employee must notify his or her supervisor as far in advance as possible. As noted above, failure to follow proper reporting procedures may also subject employees to appropriate discipline.

**Tardiness:** If an employee is running late to work, he or she should call his or her supervisor's extension before the start of the work day and leave a message stating the reason he or she is running late and anticipated time of arrival.

**Absence:** All Consortium employees must phone the Absence Call Line at least **two hours** prior to their scheduled start time if they will be absent for an unanticipated reason that day, so that appropriate arrangements may be made. In addition, contact your supervisor directly if calling after 7:30 a.m. Employees who are absent for a period of days must call in every day that they are absent unless on an approved leave of absence.

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- **Personnel Files**

The Consortium maintains personnel files on each employee. They contain documentation concerning your employment, including but not limited to, performance, attendance, benefits, compensation, taxes, proof of citizenship or permission to work in the United States, and other miscellaneous information. Personnel files are the property of the Consortium and access to the information they contain is restricted. Current employees may review their personnel file by submitting a written request to the Business Manager or designee, who will then schedule an appointment for such a review. Personnel files may only be reviewed in the presence of the Business Manager or his or her designee. Employees may request copies of documents from their personnel file.

- **Changes In Employment Information**

To keep personnel records current, you must promptly inform, in writing, the Business Manager of any change in any of the following items: your name, home address, home telephone number, marital status, academic credentials, person to contact in the case of an emergency, number of dependents, voluntary payroll deductions, military status, or beneficiary designee. **It is your responsibility to make sure your personnel file has the most current and reliable information concerning you.**

- **Requests For Information From Outside Sources**

The Consortium will limit employment information given to outside sources to: (1) the employee's present or past status as an employee of the Consortium; (2) dates of employment; and (3) job title and duties. Disclosure of this information will be restricted if so requested by an active employee. If an employee or former employee desires more information released to an outside source other than the limited information just described, he or she must submit a written, signed request to the Business Manager specifying the information he or she would like disclosed and to whom.

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Because of the rapidly changing nature of the use of electronic information systems, this policy cannot lay down rules to cover every possible situation. Instead, it expresses the Consortium's philosophy and sets forth general principles to be applied to the use of electronic information systems and other technical resources. Where appropriate, this policy will be modified with appropriate notice.

- **Business Use Only**

E-mail, computer, phone, photocopy, facsimile, and voicemail systems are the Consortium's property and are intended for business, not personal, use. The systems are not to be used for personal use unless specifically authorized. The systems are not to be used in any manner, including to access, view, reproduce, or forward, matter that is pornographic in content, sexually suggestive, or indecent in any manner, including access to restricted sites and screen manipulation.

- **No Personal Right Of Privacy**

Because the Consortium is sensitive to employees' privacy concerns, it will make effort to access electronic information systems in a respectful and responsible manner. **However, you must be aware that you have no right of privacy as to any information or files maintained in or on the Consortium's property or transmitted or stored through the Consortium's electronic information systems or other technical resources.**

You should remember that when you are using the Consortium's electronic information systems, you are creating Consortium documents. These documents are not private and may be read by others at work and, under some circumstances, by others outside the workplace.

You should also be aware that even though a message may be deleted from the system, a record of it may remain either on the daily backups of all data or in other ways. It is possible to re-create a "deleted" message. Therefore, ultimate privacy of messages cannot be assured to anyone.

Under certain circumstances, the Consortium may access information stored in its electronic information systems. While it is impossible to list all of the circumstances under which access may occur, some examples follow:

- During regular maintenance of the system.
- When the Consortium has a business need to access the employee's mailbox or computer files--for example, if the employee is absent from the office and the

supervisor has reason to believe that information relevant to the day's business is located in the employee's files. While electronic systems may accommodate the use of passwords for security, confidentiality cannot be guaranteed. All passwords must be made known to the Consortium because your system may need to be accessed in your absence.

- When the Consortium receives a legal request to disclose electronic information.
- When the Consortium has reason to believe that employees are using its electronic information systems or other technical resources in violation of the Consortium's policies.

- **Computer Viruses**

You must be extremely cautious about allowing computer viruses into the Consortium's computers or computer network or causing computer system problems. Thus, under no circumstances may you load unauthorized computer software onto any computer owned or leased by the Consortium. Further, you should never open any electronic mail or attachment thereto unless you are certain of the electronic message's source and content. All questions concerning computer software, the Consortium's computer network, or computer viruses should be directed to the Information Specialist Coordinator.

- **Harassment**

The Consortium strives to maintain a workplace free of harassment and is sensitive to the diversity of its employees. Therefore, the use of its electronic communication systems in ways that are unlawful, disruptive, offensive to others, or harmful to morale is prohibited. For example, the display or transmission of images, messages, and cartoons that may offend others because of their sex, race, age, national origin, disability, religion, ancestry, sexual orientation or gender identity is prohibited. Such misuse includes, but is not limited to, ethnic or racial slurs, racial or sexual comments or jokes, or any other communication that shows disrespect for others on the basis of sex, race, national origin, disability, religion, age, ancestry, or sexual orientation or gender identity.

- **Violations**

Violations of this policy may result in disciplinary action up to and including discharge. Employees learning of any misuse of the Consortium's electronic information systems or a violation of this policy must notify the Information Specialist Coordinator of such misuse or violation immediately.

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Prompt and efficient telephone service is an important part of the Consortium's operation. We ask your help in keeping the lines clear for business calls. Please tell your family and friends not to call you during working hours except in an emergency. Personal calls should be made only on break or during lunchtime unless they are made with your supervisor's approval. Under no circumstances should you make or charge a long-distance call unless it is work-related and approved by your supervisor, and use of toll-free lines for personal calls is strictly prohibited.

Good telephone etiquette is important when dealing with the public. Identify yourself and the Consortium in a pleasant and helpful voice. All Consortium employees are expected to answer Consortium calls with the following greeting: "Elkhart and St. Joseph Counties Head Start Consortium [YOUR LOCATION, e.g., LAFAYETTE], How can I help you?" Be courteous and limit conversations to the subject at hand. The first and often only contact many people have with the Consortium is through the telephone. You are encouraged to cultivate a pleasant voice and cheerful manner. It is a proven fact that smiles can be heard. If taking a message, gather all relevant details and ask for spellings, if needed.

Do not use Consortium stationary, stamps, postage meters, photocopy machines, or other Consortium supplies for your personal business. Have all of your personal correspondence sent to your home address.

Personal visits to your work area by individuals not employed by the Consortium are restricted. You must receive approval from your supervisor or the Executive Director before having a non-work related visitor to your work area.

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*Revised May 2020*

Employees are not to use their personal equipment such as cell phones during work time unless management has authorized use of those personal devices for business use. This prohibition applies to all functions of the cell phone or other personal equipment including but not limited to camera functions, web-browsing, games, audio recording, and the like. If you must make or receive a short personal call or one for an exceptional circumstance, use the business telephone. Employees are not to use personal devices to communicate with parents regarding Consortium business.

In addition, employees' business cell phones are not to be used for personal use during work time or at any other time unless personal use is specifically authorized by management.

Employees are expected to keep all personal equipment and items stored safely away from children. The Consortium is not responsible for lost or stolen items.

At all times, the use of personal taping devices, video equipment, or other personal audio or video surveillance is prohibited on employer property or during work time off property; this prohibition includes the use of a cell phone for audio or video surveillance including photography. In addition, employees are not to record work-related conversations with management, even if one or both are off-duty. Further, Management will not secretly record conversations with employees at any time. Violation of this policy is grounds for dismissal.

Personal devices such as cell phones have been identified as a contributing factor in traffic accidents. Consequently, employees are prohibited from using personal devices while driving on company business. Employees operating a motor vehicle should park in a safe area (i.e., removed from the flow of traffic) before making or receiving telephone calls or otherwise using personal devices. If an employee operating a motor vehicle is unable to pull over or stop before receiving a cell phone call, they should:

- Use the earphone, microphone, or other "hands free" device associated with the cell phone for increased safety;
- Keep the business conversation brief; and
- Immediately locate a safe area to park the vehicle.

The Consortium does not permit employees to drive while using a personal device without "hands free" accessories. Indiana law prohibits a person from typing, transmitting or reading a text message or email message while driving unless the device is used in conjunction with "hands free" technology. Furthermore, employees are required to be familiar and comply with the laws of the jurisdiction in which they are driving that may be more restrictive than this policy.

Failure to comply with this policy will subject you to disciplinary action, up to and including termination.

**Bus monitors may not use cell phones while students are physically present on the school bus, unless specifically authorized to do so by the bus driver. The bus driver may only authorize the bus monitor's use of the cell phone to fulfill a transportation related responsibility, including but not limited to: confirming a parent/guardian's contact information, contacting the school corporation Transportation Office, contacting a Head Start Manager, and/or utilizing GPS services to facilitate student pick up/drop off.**

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Some employees may have access to information that the Consortium considers confidential. Confidential information includes, but is not limited to student and family data, discussed in greater detail below.

- **Employment Information**

Employees who, as part of their job, have access to information about salary, benefits or discipline of other employees are expected to treat the information as confidential and not discuss or disclose it except as may be necessary in connection with the performance of their work. All information regarding an employee's medical records or health status will be kept in separate files and shall be accessed only on a "need to know" basis.

- **Information Regarding Children and Families Served by the Consortium**

Subject to all applicable laws and regulations, the Consortium guarantees confidentiality and privacy in regard to services, records and discussions of or about any people served by the program. Even the fact that an individual or family is served by this organization must be kept confidential. Any disclosure of confidential information must be carried out within the guidelines specified in this policy. The practice of confidentiality must be maintained in all Consortium departments, functions and activities.

1. No records or client lists will be maintained where they may be seen or read by other than Consortium staff or other professionals involved in providing services to children. (In regard to class lists, lesson plans, children's work, first names or initials should be used rather than full names).
2. Staff people will have access to records on a need-to-know basis only. This includes all staff, regardless of job position, within the program.
3. The maintenance of confidentiality regarding all client information will be stressed by the Consortium's program.
4. "Gossip sessions" and other non-professional discussions of individuals and records by anyone involved in the Consortium program will not be tolerated.
5. Staff will not discuss any individual's records with unauthorized individuals, formally or informally, whether on or off duty.

6. No client information requested by anyone outside the Consortium’s program will be shared unless “Release of Information” forms have been signed by an appropriate person(s) (i.e., parent or guardian).
7. “Release of Information” forms will be fully explained to and completed by the person authorized to give permission for such a release (parent or guardian) prior to information being shared.
8. Records will be kept safe from loss, destruction, theft and unauthorized use. Both in the classrooms and in administrative offices.
9. Staff may not share photographs, images, or other confidential information of students in any way, including but not limited to via personal devices or social media, without prior express permission from the Executive Director.
10. No photographs or videos shall be taken of students without express permission from the Executive Director.

- **Recordkeeping Procedures**

In accordance with federal law, the Consortium has established procedures to protect the confidentiality of any personally identifiable information (PII) in child records.

1. Before disclosing PII from a child’s records, the Consortium will obtain written consent, signed and dated, from the child’s parent that identifies what records may be disclosed, explains why the records will be disclosed, and identifies the party or class of parties to whom the records may be disclosed.
2. Before disclosing PII from child records to officials at a program, school, or school district in which the child seeks or intends to enroll, or where the child is already enrolled, the Consortium will notify the child’s parent about the disclosure, provide the parent—upon parent’s request—a copy of the PII to be disclosed, and allow the parent an opportunity to refuse disclosure prior to the information being sent.
3. The Consortium may disclose PII from a child’s records without parental consent in the following situations:
  - (a) to officials within or acting for the Consortium if the official provides services for which the program would otherwise use employees, the Consortium determines it is necessary for Head Start services, and the Consortium maintains oversight with respect to use, further disclosure, and maintenance of the records, such as through a written agreement;
  - (b) to officials within or acting for the Consortium, or from a federal or state entity, in connection with an audit or evaluation of education or child development programs or for enforcement of or compliance with federal

legal requirements of the program, and the Consortium maintains oversight with respect to use, further disclosure, and maintenance of the records, such as through a written agreement, including the destruction of the PII when no longer needed for the purpose of the disclosure;

- (c) to officials within or acting for the Consortium, or from a federal or state entity, to conduct a study to improve child and family outcomes, including improving the quality of programs for, or on behalf of, the program, and the Consortium maintains oversight with respect to use, further disclosure, and maintenance of the records, such as through a written agreement, including the destruction of the PII when no longer needed for the purpose of the disclosure;
- (d) to appropriate parties in order to address a disaster, health, or safety emergency during the period of the emergency, or a serious health and safety risk such as a serious food allergy, if the program determines that disclosing the PII from a child's records is necessary to protect the health and safety of children or other persons;
- (e) to comply with a judicial order or lawfully issued subpoena and the Consortium has made a reasonable effort to notify the parent about all such subpoenas and court orders in advance of compliance, except in certain limited circumstances permitted by law;
- (f) to the Secretary of Agriculture or an authorized representative from the Food and Nutrition Service to conduct program monitoring, evaluations, and performance measurements for the Child and Adult Care Food Program if the results will be reported in an aggregate form that does not identify any individual, provided that any data collected must be protected in a manner that will not permit the personal identification of students and their parents by other than the authorized representatives of the Secretary of Agriculture and any PII must be destroyed when the data are no longer needed for program monitoring, evaluations, and performance measurements;
- (g) to a caseworker or other representative from a state, local, or tribal child welfare agency, who has the right to access a case plan for a child who is in a foster care placement, when such agency is legally responsible for the child's case plan for specific purposes intended of addressing the child's needs, and to destroy information that is no longer needed for those purposes; and
- (h) to appropriate parties address suspected or known child maltreatment and is consistent with applicable federal, state, local, and tribal laws on reporting child abuse and neglect.

In each of these instances, the Consortium must only disclose the information that is deemed necessary for the purpose of the disclosure.

4. The Consortium will annually review written agreements with third parties to ensure PII is properly protected and will revise the agreement if necessary to comply with federal law requirements.
5. If parents request to inspect their child's records, the Consortium will make child records available within a reasonable time, but no more than forty-five (45) days after receipt of the request. If the Consortium maintains child records that contain information on more than one child, the Consortium must ensure that the parent only inspects information that pertains to the parent's child. The Consortium will not destroy a child record with an outstanding parent request to inspect and review.
6. A parent has the right to request the Consortium to amend information in the child record that the parent believes is inaccurate, misleading, or violates the child's privacy. The Consortium must consider the parent's request and, if the request is denied, render a written decision to the parent within a reasonable time that informs the parent of the right to a hearing.
7. If the parent requests a hearing, the Consortium must schedule a hearing within a reasonable time, notify the parent in advance about the hearing, and ensure the person who conducts the hearing does not have a direct interest in its outcome. The Consortium must ensure that the hearing affords the parent a full and fair opportunity to present evidence relevant to the issues. If the Consortium determines from evidence presented at the hearing that the information in the child records is inaccurate, misleading, or violates the child's privacy, the Consortium must either amend or remove the information and notify the parent in writing. If the Consortium determines from evidence presented at the hearing that the information in the child records is accurate, does not mislead, or otherwise does not violate the child's privacy, the Consortium must inform the parent of the right to place a statement in the child records that either comments on the contested information and/or that states why the parent disagrees with the decision, or both.
8. The Consortium must provide a parent, free of charge, an initial copy of child records disclosed to third parties with parental consent and, upon parental request, an initial copy of child records disclosed to third parties, unless the disclosure was for a court that ordered that the subpoena and information to not be disclosed.
9. Parents also have the right to review any written agreements with third parties.
10. The Consortium will annually notify parents in writing of their rights regarding PII in child records.

11. The Consortium will maintain child records in a manner that ensures only parents and officials within or acting for the program have access and such records must be destroyed within a reasonable timeframe after such records are no longer needed or required to be maintained. The Consortium will also maintain with the child records, for as long as the records are maintained, information on all individuals, agencies, or organizations to whom disclosure of PII from the child records was made (except for program officials and parents) and why the disclosure was made. Any web-based data system for maintaining child records shall ensure child records are adequately protected and maintained according to current industry standards. If a parent places a statement in the child record, the Consortium will maintain the statement with the contested part of the child record for as long as the Consortium maintains the record and, disclose the statement whenever it discloses the portion of the child record to which the statement relates.

- **Violations**

**Unauthorized disclosure of confidential information and failure to comply with the Recordkeeping Procedures set out above will subject an employee to immediate discharge and possible criminal and civil penalties.** Any questions as to the confidential nature of information should be directed to the Executive Director. If you have any doubt, err on the side of nondisclosure until you have spoken to the Executive Director.

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Revised September 2016  
Revised June 2017*

In any organization there can be honest differences of opinion about working conditions, disciplinary action, rules, methods of work performance and other personnel issues. An open channel of communication is essential to a good work atmosphere and the Consortium's ability to function efficiently and effectively. Accordingly, the Consortium operates in an "open door" manner to help everyone work together to address and resolve work-related issues in a positive and productive manner.

The Executive Director shall have responsibility for personnel matters. If a staff member has been dismissed, placed on probation, subjected to some form of disciplinary action, or is dissatisfied with any aspect of employment, he/she has the right to redress through these complaint procedures. Violations of the Consortium's EEO, Anti-Harassment or Anti-Retaliation Policies should be reported under the procedure provided in Chapter 2.4. **All other unresolved work-related issues, including any suspected whistleblower concerns, should be addressed through the following steps:**

**Step 1:**        **Talk To Your Supervisor:** First, discuss your concern with your supervisor, who, in most cases, will be able to resolve the situation.

**Step 2:**        **Communicate Your Concerns to the Business Manager:** If the first step does not result in satisfactory resolution (or you are uncomfortable addressing your concerns with your supervisor), bring your concern to the attention of the Business Manager in writing within ten (10) calendar days of the date your concern arose. You may, but are not required to, use the Consortium's Employee Complaint Form that is available at the end of this Handbook. The Business Manager or designee will review the matter and, if necessary, meet with involved parties to address the concern.

**Step 3:**        **Communicate Your Concerns to the Executive Director:** If the first and second steps do not result in satisfactory resolution (or you are uncomfortable addressing your concerns with your supervisor and the Business Manager), bring your concern to the Executive Director in writing within twenty (20) calendar days of the date your concern arose. The Executive Director will review the matter and, if necessary, meet with involved parties to address the concern. If your concern is about the Executive Director then you should bring your concern to the President of the Board of Directors at this step.

*Because the most productive problem solving occurs at lowest level, employees are expected to work through each step of the process (except where noted) prior to escalating concerns to a higher level.*

Do not keep issues or concerns to yourself. Talk them over and communicate them to the appropriate person as outlined above, so all can work together to address and resolve them. The Consortium, its employees, its donors, and the community served will benefit from open communication and commitment to resolution.

Concerns reported under this policy will be reviewed in a timely manner.

**All employee input is considered and concerns can be presented without fear of reprisal. However, in presenting your ideas or concerns, you must do so in a truthful, responsible, professional and respectful manner. This policy should not be viewed as a license to engage in gossip, slander or insubordination.**

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The Consortium strives to provide a safe work environment for its employees. The Consortium provides information to employees about workplace safety and health issues through regular internal communication channels, such as supervisor-employee meetings, bulletin boards, memos, e-mail or other written communications.

Each employee must obey safety rules and exercise caution in all work activities. **Employees must immediately report any unsafe or hazardous condition to their immediate supervisors.** Creating, failing to report or (where appropriate) failing to remedy a hazardous or dangerous situation may result in discipline up to and including discharge. Failing to adhere to safety standards can also result in discipline up to and including discharge.

All accidents (which include any event that is not expected, foreseen, or intended), must be reported immediately to your supervisor. The accident must be reported whether or not there is personal or physical damage involved. A near miss, where the potential for injury or damage exists, is to be reported as well. Accidents and near misses are investigated to eliminate unsafe conditions and unsafe acts. If your supervisor is not available, report the accident or near miss to the Executive Director. Such reports are necessary so the Consortium can comply with applicable laws and initiate insurance or workers' compensation benefit procedures. Consequently, failing to report accidents and/or near misses may result in discipline, up to and including discharge.

Any injury that happens on the job, on the Consortium's property, or while conducting the Consortium's business, no matter how slight, must be reported immediately to your supervisor so you may receive prompt and proper medical attention. The supervisor must promptly report the accident to the Business Manager. In emergency situations only, you may go to the closest emergency provider for emergency treatment. In non-emergency situations, notify the Business Manager **prior to seeking treatment.** You may request authorization to be treated by a doctor of your choice. Your request must be submitted prior to treatment. Unless your request to be treated by the doctor of your choice is approved, you will be required to go to a physician chosen by the Consortium. If your supervisor, the Business Manager, or the Executive Director determines medical attention is needed, you must comply with that decision.

If an injury requires you to be absent from work or to incur medical costs, you must contact the Business Manager for the appropriate forms to be completed and processed for workers' compensation.

All injuries resulting in medical treatment may also include a drug and alcohol screen test at the time of treatment.

Transportation personnel must comply with the additional safety requirements and accident procedures that are set out in the Transportation Handbook.

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- **Guidelines for Use of Personal Vehicles**

Each employee using his or her personal vehicle to conduct Consortium business is required by law to carry liability insurance. The Consortium's liability insurance covers only claim against it and does not cover you or your personal vehicle.

In the event you are injured as a result of an accident while you are using your personal vehicle to conduct the Consortium's business, depending on the circumstances and applicable workers' compensation law, you may be entitled to certain workers' compensation benefits.

- **Traffic and Parking Violations**

You will be responsible for any traffic and/or parking citation given when you are driving and/or parking on the Consortium's business or at any time when using a vehicle owned by the Consortium. Excessive or severe traffic citations may be grounds for discipline.

- **Driver's License**

If your job requires you to operate a motor vehicle, you must have and maintain a valid driver's license and insurance, proof of which is required.

***Revoked or Suspended Driver's License*** – If your job requires you to drive on the Consortium's business and your driver's license is revoked, suspended or restricted, you must report the change in driving privileges to your supervisor immediately. Failure to do so may subject you to discipline up to and including termination. If you voluntarily report the suspension or revocation of your driver's license, the Consortium will attempt to place you in a job that does not involve driving. The work may be in a classification and at a pay rate that is different from your regular classification and pay rate. If the Consortium is unable to place you in a job that does not require driving, you may be placed on a leave of absence without pay or terminated, based on the Consortium's needs at the time.

***Driving Without A License*** – If your job involves driving, the Consortium will periodically need to verify your driving record and status of your driver's license through the Bureau of Motor Vehicles ("BMV"). Employees whose jobs involve driving are required to obtain a BMV report yearly or upon reasonable request because this information is a condition of employment. The Consortium will reimburse the employee for the cost of the report. If you drive a vehicle belonging to the Consortium, or a private vehicle on the Consortium's business, without a valid driver's license, you may be subject to disciplinary action.

- **Liability Insurance**

If your job requires you to operate a motor vehicle, you must carry automobile liability insurance with limits that are at least \$250,000 per person and \$500,000 per occurrence for bodily injury and \$100,000 for property damage. Proof of such insurance coverage must be provided to the Consortium at the time you are hired. Employees whose jobs require the operation of a motor vehicle will also be required to provide proof of the required liability insurance at the time any request for mileage reimbursement is submitted and at various other intervals throughout the school year as determined by the Executive Director. Requests for mileage reimbursement will not be processed until proof of the required coverage is provided to the Consortium. The Consortium will maintain a copy of either the declarations page from your automobile liability insurance policy or your State required automobile insurance card. Any lapse in such insurance coverage for whatever reason must be immediately reported to the Executive Director. Failure to do so may subject you to discipline up to and including termination.

The Consortium's automobile liability insurance carrier may require or obtain employee driver records in order to confirm insurability. In the event the Consortium's carrier deems an employee whose duties require driving to be uninsurable, the Consortium may determine that the employee's employment must be terminated, depending on business needs and circumstances.

- **Motor Vehicle Use**

Employees using motor vehicles to conduct Consortium business are expected to operate the vehicle in a safe, responsible, and lawful manner. Drivers shall know and obey all state and local motor vehicle laws applicable to the operation of their vehicle. For instance, Indiana law prohibits a person from typing, transmitting or reading a text message or email message while driving unless the device is used in conjunction with "hands free" technology. Drivers shall not permit unauthorized persons to drive, operate, or ride in or on a vehicle that is being used to conduct Consortium business.

- **Accidents**

In the event an accident occurs while using a motor vehicle to conduct Consortium business, employees are expected to comply with the following procedures:

- Never leave the scene of an accident. Leaving the scene of an accident is a crime and punishable by tickets, fines and/or license suspension. Any employee who leaves the scene of an accident shall be subject to disciplinary action up to and including termination of employment.
- All accidents must be reported immediately to the Business Manager.
- The police must be notified any time an accident occurs on a public street or an injury or damage to other property is involved. It is not necessary to notify police if the accident is on Consortium property and the only damage is to Consortium property or if the accident occurs on private property.
- Do not discuss the accident or admit fault.

- Tend to any medical needs. Call police or have a bystander contact police.
- Record all of the following information: the name; address; driver's license number; the insurance company; and the policy number of the driver; the license plate and the make of the car; the police report number; the police officer's badge number; time, date and place of accident; the names and addresses of any witnesses.

As a reminder, if there is an accident while you are using your personal vehicle to conduct Consortium business, the "insurance follows the vehicle," which means that your personal insurance will cover the loss. The Consortium's liability insurance will not cover you or your personal vehicle.

- **Transportation Personnel**

Transportation personnel must comply with the additional driver responsibilities that are set out in the Transportation Handbook.

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## EXPENSE REIMBURSEMENT AND CREDIT CARD PROCEDURES

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All Consortium employees (teachers, administrators, support staff, etc.) on supervisor-approved conference/business travel are eligible for reimbursement of necessary and reasonable expenses incurred while conducting the business of the Consortium. Such reimbursement, which must be supported by itemized receipts and/or claim forms as required by the Business Manager, is subject to federal standards and uniform administrative guidelines, as well as the terms, conditions, and restrictions detailed in the administrative rules corresponding to this policy (i.e., the Consortium's fiscal manual).

- **Prior Written Authorization**

Except for routine mileage (which shall be reimbursed at the IRS standard per mile rate), before you incur any job-related expenses for which you expect reimbursement you must first submit your request in writing to your immediate supervisor. This request should include the item or service being purchased, the reason for the expense, and the amount, along with any other information relevant to determining the necessity and reasonability of the item or service. You may not incur the expense until you receive written approval from your immediate supervisor. Expenses not within the Consortium's budget will not be approved.

Requests for mileage reimbursement must be received on or before November 5 of the grant year in which the mileage expense was incurred. Further, employees who have resigned or who have, for any other reason, separated from their employment with the Consortium must submit requests for mileage reimbursement within two weeks of their date of separation. Reimbursement requests received after this date will not be paid.

**Telephone Charges:** Charges for business related calls shall be reimbursed. To receive reimbursement, the employee must submit a copy of the original bill along with an explanation stating the person called and reason for the call. Charges for non-business related calls shall not be reimbursed.

**Membership Fees:** Memberships in professional organizations deemed beneficial to an employee's job responsibilities and the Consortium as a whole will be reimbursed at the discretion of the Executive Director. Reimbursement for such fees must receive prior written authorization from the Executive Director.

**Miscellaneous:** Other expenses, such as photocopy, postage, faxes, express mail, or other expenses directly related to the Consortium are reimbursable as appropriate.

- **Reimbursable Expenses for Conferences**

Management level employees wishing to attend an out-of-town conference must consult with the Executive Director to obtain approval **prior** to registering for the conference. If the employee's request to attend the conference is approved, he or she must meet with the Business Manager to discuss travel arrangement, expenses, and protocols prior to registering for the conference.

An employee who travels at the Consortium's expense is expected to exercise the same economy as a prudent person traveling on personal business, and further must differentiate between expenditures for business and those for personal convenience. This specifically includes not incurring unnecessary expenses, such as when meals are provided at a conference or other event or when breakfast is included in the cost of a hotel. Further, employees are expected to avoid unnecessary expenses when making travel arrangements. For instance, when it is possible to travel home from a conference on the day the conference ends, employees are expected to do so. If an employee elects to extend a conference trip, the employee will be responsible for any additional expenses, and if the extension results in the employee's absence on work day, the employee must use PTO.

**Transportation:** Employees must attempt to select the most economical mode of travel. Use of personal automobiles on behalf of the Consortium will be reimbursed at the IRS standard per mile rate. The cost of mileage and parking for driving to and from work will not be reimbursed.

**Meals:** Actual costs for meals during travel will be reimbursed at a rate no greater than the federal meal reimbursement amounts for the applicable location, substantiated with appropriate receipts. Expenses incurred when staff meet over a meal outside the office will not be reimbursed, nor will regular meals unassociated with travel or special functions unless approved by the Executive Director. Employees will not be reimbursed for the cost of an outside meal when a meal was already paid for by the Consortium as part of a conference (or other event) or as part of the cost of hotel accommodations. Alcoholic beverages will not be reimbursed. Tips may not exceed 20 percent of the cost of the meal.

**Lodging:** Employees must attempt to select the most economic lodging available. Lodging will not be reimbursed for an overnight stay within a 2 hour radius of the Consortium's facility, unless prior approval has been obtained from the Executive Director.

**Conference Fees:** The cost of attendance at such conferences may be reimbursed in whole or in part at the discretion of the Executive Director. (Attendance at conferences, seminars, workshops, etc. must be pre-approved by the Executive Director.)

**Miscellaneous:** Other expenses, such as photocopy, postage, faxes, express mail, or other expenses while attending Conferences that are directly related to the Consortium are reimbursable as appropriate.

- **Non-reimbursable Expenses**

The Consortium will not reimburse any of the following expenses:

- Theft, loss or damage to personal luggage and effects.
- Personal automobile maintenance, fuel, lubricants, washing, waxing, towing, repair, license, registration, depreciation, insurance or other related expenses.
- Parking fines, traffic tickets and other fines.
- Personal services (e.g., shoe shines, barbers/stylists, manicurists, etc.).
- Personal entertainment. *Alcoholic beverages*.
- Personal expenses resulting from work responsibilities (e.g., child care, household help).
- Expenses resulting from travel by accompanying persons not employed by the Consortium
- Expenses incurred without appropriate pre-approval except in cases of emergency.
- Fees associated with membership in social clubs or recreational organizations.
- Mileage, if the request for reimbursement was not submitted on or before the sooner of: (1) November 5 of the grant year in which the mileage expenses were incurred; or (2) in the case of an employee who has separated from the Head Start Consortium, within two weeks of the employee's date of separation.

- **Expense Voucher & Receipts**

Employees must complete and submit expense receipts within two (2) weeks of incurring the expense or returning from travel related to the expense, whichever is later. Receipts may not include alcoholic beverages. Receipts that include alcoholic beverages will not be reimbursed.

- **Credit Card Expense Procedures**

A Consortium credit card may be available for conference expenses. If more than one Consortium employee will be attending a conference, not every employee will need a credit card, and employees are expected to coordinate credit card expenses to the extent possible. The following standards apply to use of a Consortium credit card:

1. Card must be kept under lock and key.
2. Card given to manager prior to the night or day that travel will begin.
3. Manager is to keep card at all times. Charges are for lodging, meals, and incidental expenses.
4. Itemized receipts must be turned in with the appropriate expense report. Any expense submitted for reimbursement must be submitted with a receipt.

5. Do not charge meals to the hotel room unless you can obtain an itemized receipt to submit with your expense report.
6. If Credit Card is lost, stolen or misplaced, contact the Executive Director or the Business Manager immediately.
7. If any emergency occurs in which cash must be accessed, approval is needed by the Executive Director or the Business Manager (Failure to receive approval will result in expense being from your personal monies).

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Employment of relatives or persons with intimate, non-professional ties within the same organization can cause serious problems with favoritism and morale. Besides claims of partiality, personal conflicts from outside work can be brought into the day-to-day working environment. In the event that the Consortium does hire a person with whom an employee has a familial or intimate personal relationship, it will do so only under the following guidelines:

- No employee may hire a relative or person with whom the employee has an intimate personal relationship.
- No employee may supervise a relative or person with whom the employee has an intimate personal relationship.
- No employee may be involved in evaluating or in any other way interfere with the process of evaluating the performance of a relative or person with whom the employee has an intimate personal relationship.
- No employee may be involved in making recommendations or determinations concerning compensation adjustments, promotions, discipline or termination of a relative or person with whom the employee has an intimate personal relationship.

If you have a familial or intimate personal relationship with another employee or an applicant for employment, you must notify the Business Manager immediately. Further, if you have, or develop, a familial or intimate personal relationship with another employee who has immediate or successively higher supervisory authority over you, or over whom you have immediate or successively higher supervisory authority, you must immediately bring your relationship to the attention of the Business Manager. The Business Manager and anyone having a familial or intimate relationship with the Business Manager, must immediately bring that relationship to the attention of the Executive Director. The Executive Director and anyone having a familial or intimate relationship with the Executive Director must immediately bring that relationship to the attention of the President of the Board of Directors. Failure to follow this policy may result in discipline, up to and including discharge.

With the Executive Director's approval, the Consortium may hire relatives of employees for temporary employment such as summer employment, college breaks, or to help on special projects.

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The Consortium, like any organization, is at the mercy of the weather and other unforeseen emergencies. The Executive Director or his or her designee may close the Consortium's administrative offices due to inclement weather emergency on days other than regularly scheduled holidays. Should this occur, the Consortium will attempt to notify its employees through reasonable means, including announcements over local radio and/or television stations and, if appropriate, use of a telephone chain. Part-time employees may be required to adjust their schedules in a week in which the offices are closed due to inclement weather. With prior written authorization from the Executive Director, grantee staff may be permitted to work from home when offices are closed due to inclement weather. Any work performed when school is not in session must be authorized in writing in advance by the Executive Director.

All Program Site Employees, are subject to the decisions of the School Corporation in which they work regarding closures or delays due to inclement weather and other unforeseen emergencies. An employee who regularly visits multiple sites is subject to the decisions of each of the School Corporations in which he or she works, and shall report to work in the School Corporation(s) in which he or she works that are open, even if one or more other School Corporations is closed or delayed due to inclement weather or another unforeseen emergency. At the Executive Director's discretion, management employees may be required to report to the administrative offices or to work from home in the event there are closures due to inclement weather that would affect their normal work that day. In the case of a delay due to inclement weather, employees should refer to the "Weather Delay Transportation Schedule" for reporting times.

In case of closing due to inclement weather, employees (including EHS employees) will not be paid for hours not worked unless the Consortium makes an eLearning or professional development opportunity available to employees. If a make-up day is scheduled by the member School Corporation, employees (including EHS employees) will be expected to work on the make-up day and will be paid for work performed.

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The Consortium encourages and supports parent and community member to volunteer in the program. Because the safety and climate of our program for our children is extremely important, all volunteers must have a criminal check completed pursuant to the following procedures:

- Classroom volunteers will complete a form on the first day of volunteering.
- The teacher will give the form to the Head Start Manager.
- The Head Start Manager will give the form to the Business Manager (or send the form to the Business Manager via courier).
- While the criminal check is processing, volunteers may continue to work in classrooms, or other program areas, under the direct supervision of the teacher.
- When the Consortium receives the results of the criminal check, the volunteers will be informed whether he or she may continue to volunteer in classrooms or other program areas.

An individual who volunteers more than eight (8) hours per month must also comply with the background screening requirements in Ind. Code § 12-17.2, as may be amended from time to time, which include, among other things, drug screening and fingerprinting.

All volunteers must complete training prior to working in classrooms or other program areas.

*All volunteers must submit evidence of having been screened for tuberculosis (T.B.) annually. Volunteers with the Early Head Start program are required to provide documentation of having received the TDAP vaccine within the previous ten years.*

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In compliance with applicable regulations, the Consortium requires all new employees to complete a physical that includes screening for tuberculosis (T.B.). New employees may not begin working until the physical has been completed.

Current employees must complete a physical every three years and a screening for T.B. annually.

All Early Head Start employees and employees who may come into contact with children in the Early Head Start program, including EHS-CC employees, are required to provide documentation of having received the TDAP vaccine within the previous ten years.

In compliance with 470 IAC § 3-4.7-41(6), the Consortium shall document for all current staff, substitutes, and volunteers, a physical examination verification form with a physician's or nurse practitioner's signature within thirty (30) days of employment and every three years thereafter.

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The Consortium's decisions involving persons who have communicable diseases shall be based on any applicable guidance from public health officials, as well as current and well-informed medical judgments concerning the disease, the risks of transmitting the illness to others, the symptoms and special circumstances of each individual who has a communicable disease, and a careful weighing of the identified risks and the available alternative for responding to an employee with a communicable disease.

Communicable diseases include, but are not limited to, measles, influenza, viral hepatitis-A (infectious hepatitis), viral hepatitis-B (serum hepatitis), human immunodeficiency virus (HIV infection), AIDS, AIDS-Related Complex (ARC), leprosy, Severe Acute Respiratory Syndrome (SARS), including the SARS-CoV-2 (coronavirus), COVID-19, and tuberculosis. The Consortium may choose to broaden this definition as is appropriate and in accordance with information received through the Centers for Disease Control and Prevention (CDC).

The Consortium will not discriminate against any job applicant or employee based on the individual having a communicable disease. Applicants and employees shall not be denied access to the workplace solely on the grounds that they have a communicable disease. However, the Consortium does reserve the right to exclude a person with a communicable disease from its workplace facilities, program sites, and functions if the Executive Director finds that, based on a medical determination and any applicable guidance from public health officials, such restriction is necessary for the welfare of the person who has the communicable disease and/or the welfare of others within the workplace or program site.

The Consortium will comply with all applicable statutes and regulations that protect the privacy of persons who have a communicable disease. Every effort will be made to ensure procedurally sufficient safeguards to maintain confidentiality about persons who have communicable diseases.

*Added May 2020*

The Consortium will take proactive steps to protect the workplace and program sites in the event of an infectious disease outbreak. It is the goal of the Consortium during any such time period to strive to operate effectively and ensure that all essential services are continuously provided and that employees are safe within the workplace.

The Consortium is committed to providing authoritative information about the nature and spread of infectious diseases, including symptoms and signs to watch for, as well as required steps to be taken in the event of an illness or outbreak, when such information is transmitted to the Consortium by public health officials

### **Preventing the Spread of Infection in the Workplace**

The Consortium will work with member school corporations to ensure a clean workplace, including the regular cleaning of objects and areas that are frequently used, such as classrooms, bathrooms, breakrooms, conference rooms, door handles and railings. The Executive Director will monitor and coordinate events around an infectious disease outbreak, as well as create work rules that can be implemented to promote safety through infection control.

The Consortium asks all employees to cooperate in taking steps to reduce the transmission of infectious disease in the workplace. The best strategy remains the most obvious—frequent hand washing with warm, soapy water; covering your mouth whenever you sneeze or cough; and discarding used tissues in wastebaskets. The Consortium will also install alcohol-based hand sanitizers throughout the workplace and in common areas, as is appropriate.

Unless employees are otherwise notified, the Consortium's normal attendance and leave policies will remain in place. Individuals who believe they may face particular challenges reporting to work during an infectious disease outbreak or who believe themselves to be at high risk based upon the certification of a qualified health care provider should contact the Business Manager immediately to develop any necessary accommodation plans. The Consortium will modify normal attendance and leave policies in accordance with any relevant federal, state, or local legal guidance.

### **Limiting Travel**

As necessary, the Executive Director may direct that all nonessential travel be avoided until further notice. Employees who travel as an essential part of their job should consult with the Executive Director on appropriate actions. As determined by the Executive Director, travel outside the United States during any period of potential exposure to an infectious disease may impact an employee's ability to report to work during any applicable quarantine or isolation period.

Employees should avoid crowded public transportation during a public health emergency whenever possible. Alternative scheduling options, the implementation of ride-share resources, and other available accommodations will be considered on a case-by-case basis. Employees should contact the Business Manager in order to attempt to identify such options.

## **Telecommuting**

In the event an emergency is declared by federal, state, and/or local officials, the Consortium may allow or require employees to temporarily work from home to ensure the continuity of the Consortium's educational program. In the event of such emergency declarations, the Executive Director may provide that employees directed to refrain from coming to work receive pay (hourly and/or salaried) for their regularly scheduled non-overtime work hours ("Emergency Stay Home Pay"), subject to the following conditions:

- If some or all of the employee's job functions can be performed from home, the employee is expected to perform those job functions from home during the employee's regularly scheduled non-overtime work hours;
- During the employee's regularly scheduled non-overtime work hours during the emergency, the employee is considered "on-call" and, therefore, must be available by phone to respond to calls from the Executive Director or other Consortium managers or supervisors and must be available to return to work (in accordance with any applicable guidance from public health officials) upon notice from the Executive Director, his/her designee, the employee's supervisor, or another manager or supervisor; and
- The employee may not work or earn compensation from any other source during the employee's regularly scheduled non-overtime work hours (i.e., for which the employee would earn Emergency Stay Home Pay).
- The provision to employees of any such Emergency Stay Home Pay is contingent upon the Consortium's receipt of authorization to provide the same from the Office of Head Start.

The Executive Director will advise affected employees of the initiation of the telecommuting procedures. Nevertheless, employees and managers are advised to prepare well in advance of the onset of emergency circumstances. Such preparations include the identification of appropriate equipment needs, including, but not limited to, those related to hardware, software, and internet access. The Consortium's Information Technology department is available to review these equipment needs with employees and to provide support to employees in advance of emergency telework situations. Employees should submit a request for such IT support to their direct supervisor as soon as is practicable.

### *Specific Procedures:*

- Employees are required to establish an appropriate work environment within their home for work purposes. The Consortium will not be responsible for costs associated with the setup of the employee's home workspace, such as remodeling, furniture or lighting, nor for repairs or modifications to the home workspace.

- The Consortium will determine the equipment needs for each employee on a case-by-case basis.
- Equipment supplied by the Consortium is to be used for business purposes only.
- Employees may not allow equipment owned by the Consortium to be used by any other person.
- Consistent with the Consortium's expectations related to confidentiality and information security for employees working at a program site, telecommuting employees will be expected to ensure the protection of confidential information related to students and families that is accessible from their home workspace.
- Employees will remain accessible and productive during scheduled work hours.
- Nonexempt employees will record all hours worked and meal periods taken in accordance with regular timekeeping practices and as directed.
- Nonexempt employees will obtain supervisor approval prior to working unscheduled overtime hours.
- Employees will communicate regularly with their supervisor and other management personnel as requested, which may include a weekly written report of activities as is appropriate.
- Employees will comply with all Consortium work rules, policies, practices and instructions that would apply if the employee were working at the employer's work location.
- Employees will maintain satisfactory performance standards.
- Employees will plan for regular dependent care since telecommuting is not intended to serve as a substitute for such dependent care as a general matter. In pandemic circumstances, the Consortium may make exceptions for employees with caregiving responsibilities.
- Employees will always maintain a safe and secure work environment.
- Employees will report work-related injuries to their immediate supervisor as soon as practicable.
- Employees will not make any changes to security or administrative settings on Consortium owned equipment.
- Employees must take reasonable action to protect Consortium owned equipment from theft or damage. Employees are required to immediately report any such theft or damage to their supervisor.
- Any equipment provided to an employee for telecommuting use remains the sole property of the Consortium. Accordingly, employees shall be required to return any property owned by the Consortium within five (5) days of the employee's resignation or other separation from employment by the Consortium. Employees may be financially responsible for the costs (up to the cost of replacement) for damage or loss that is due to willful conduct or negligence.
- The Consortium will advise employees of any modification of standard attendance and leave policies upon the issuance of applicable legal guidance from federal, state, and/or local authorities. The Executive Director is authorized to modify any of the procedures

set forth in this policy in accordance with such legal guidance, and in particular guidance received from the Office of Head Start.

- Employees should not assume any particular duration for emergency telework arrangements. The Executive Director may require employees to return to regular, on-site and in-person work at any time, as is appropriate.

### **Staying Home When Ill**

Many times, with the best of intentions, employees report to work even though they feel ill. The Consortium provides employees with Paid Time Off (PTO) and other benefits to compensate employees who are unable to work due to illness. Accordingly, during an infectious disease outbreak, it is critical that employees refrain from reporting to work when they are ill and/or experiencing the following symptoms: fever, cough, sore throat, runny or stuffy nose, body aches, headache, chills and fatigue. Currently, the Centers for Disease Control and Prevention recommends that people with an infectious illness such as the flu remain at home until at least twenty-four (24) hours after they are free of fever (100 degrees F or 37.8 degrees C) or signs of a fever without the use of fever-reducing medications. Employees who report to work ill will be sent home in accordance with these health guidelines.

### **Requests for Medical Information and/or Documentation**

If employees are out sick or show symptoms of being ill, it may become necessary to request information from the employee and/or his/her health care provider to confirm the need to be absent, to show whether and how an absence relates to the infection, and to confirm that it is appropriate for the employee to return to work. As always, the Consortium expects and appreciates the cooperation of employees when the provision of this type of medical information is required.

### **Confidentiality of Medical Information**

The Consortium's policy is to treat any employee medical information as a confidential medical record. In furtherance of this policy, the Consortium's disclosure of medical information will be confined to disclosure to those supervisors, managers, first aid and safety personnel, government and public health officials as is required by law.

### **Social Distancing Guidelines for Workplace Infectious Disease Outbreaks**

In the event of an infectious disease outbreak, the Consortium may implement these or other social distancing guidelines to minimize the spread of the disease among the staff.

*During the workday*, employees may be requested to:

- Avoid meeting people face-to-face. Employees may be encouraged to use the telephone, online conferencing, e-mail or instant messaging to conduct business as much as possible, even when participants are in the same building or site.

- If a face-to-face meeting is unavoidable, minimize the meeting time, choose a large meeting room and sit at least six (6) feet away from each other if possible; avoid person-to-person contact such as shaking hands.
- Avoid any unnecessary travel and cancel or postpone nonessential meetings, gatherings, workshops and training sessions.
- Not congregate in work rooms, copier rooms or other areas where people socialize.
- Bring lunch and eat at your desk or away from others (avoid lunchrooms and crowded restaurants).
- Comply with any other social distancing guidelines for the workplace that are issued by public health officials, the Office of Head Start, or the Executive Director.

### **Outside Activities**

Employees might be encouraged to the extent possible to:

- Avoid public transportation (walk, cycle, drive a car) or go early or late to avoid rush-hour crowding on public transportation.
- Avoid recreational or other leisure classes, meetings, activities, etc., where employees might encounter contagious people.

### **Return to Work Provisions**

When the Consortium receives authorization from public health officials and other governmental authorities for employees to return to the workplace, the Executive Director will issue written guidance to employees related to any necessary changes in applicable policies, procedures, and work rules, including but not limited to:

- Special employee dress code and grooming requirements, including the wearing of facial masks.
- Procedures for administering daily employee temperature checks and other medical examinations prior to entry into the workplace.
- Social distancing guidelines and expectations.
- Enhanced monitoring of student medical conditions.
- Modification of student classroom assignments to meet special medical needs.
- Such other items as are relevant to the particulars of the specific public health emergency at issue.

### **Suspension or Modification of Handbook Provisions or Other Policies**

In the event of an infectious disease outbreak, the Executive Director may suspend or modify any provision in this Handbook or any other Consortium policy to ensure effective operations and ensure essential services are continuously provided and that employees are safe within the workplace.

*Added May 2020*

## STAFF TRAINING, DEVELOPMENT, AND ADVANCEMENT

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- **Personal and Professional Growth**

The Head Start Consortium believes that continued study and updated training are essential to professional growth of staff, and therefore requires staff participation in training programs, including in-service.

The Consortium strives to provide its staff members with the best possible opportunities to develop the skills and competencies related to the outstanding performance of their job duties. Staff members shall be excused from the performance of their duties and shall receive compensation during the days they receive advance approval to attend training, conferences, and other professional meetings.

- **Orientation**

The Consortium provides orientation for all new staff, consultants, and volunteers, including the goals and underlying philosophy of Head Start and how they are implemented by the Consortium's Head Start program.

- **Qualifications and Credentials for Compliance and Professional Development Plans**

The Consortium is required to maintain Human Resource compliance by obtaining and retaining qualified staff as set forth in the governing regulations. As needed, the Consortium will work with affected employees to develop an appropriate training/coursework plan and requirements based on that plan. In furtherance of the requirements of the Head Start Act of 2007, all Teachers and Teacher Assistants must complete and provide to their supervisor a Professional Development Plan at the beginning of each Program Year. Additional information will be provided by your supervisor.

- **Perkins Loan or Other Loan Forgiveness Programs**

All forms or documents for employees relating to Perkins loans or other loan forgiveness programs must be approved and signed by the Executive Director. Employees must submit any such forms or documents directly to the Executive Director.

- **Tuition Assistance Benefits**

The Consortium encourages its employees to pursue continued education in areas that will enhance the skills and contributions they can make to the Consortium. Accordingly, employees who wish to enroll in college-level or vocational/technical courses are encouraged to do so, provided that their course of study will not interfere with their duties and responsibilities

at the Consortium.

To assist employees in their pursuit of beneficial higher education, the Consortium may pay up to \$400.00 per year for an employee's tuition and books, provided such funds are available. To be eligible for such tuition assistance, the employee must have been a regular, full-time employee of the Consortium for a continuous period of at least 90 days. Eligible employees must submit their requests in writing to the Executive Director, which must at a minimum specifically state: (a) the name and subject matter of the course; (b) the institution providing the course; (c) whether the course is home study or involves attendance in a classroom setting; (d) the beginning and ending dates of the course; (e) the cost of the course and books; and (f) whether the course is part of an overall attempt by the employee to earn a particular degree (and if so, what degree). Such requests must be submitted to the Executive Director: (1) at least one month before the first tuition payment is due, and (2) before the start of the fiscal year during which the first tuition payment is due. Approval of the request shall be at the Executive Director's discretion, taking into consideration issues such as budgetary constraints, the employee's past performance and anticipated future contribution to the Consortium, previous requests made by the employee for tuition assistance and performance in classes for which tuition assistance was provided, and the benefit the Consortium could expect to derive from the employee's completion of the course of study.

Approved tuition assistance will be paid directly to the institution. Any refunds received for dropped courses or any other reason shall be promptly paid to the Consortium. Failure to do so will lead to discipline, up to and including termination.

Each employee who receives tuition assistance shall promptly upon receipt provide to the Business Manager the grade report for the course(s) funded in whole or in part by tuition assistance. If an employee receives a final grade lower than a C (i.e., C-, D+, D-, or F), that grade shall be considered by the Consortium in considering any further applications for tuition assistance.

An employee who withdraws from a class after the deadline for receiving a full refund, fails a course (or otherwise does not successfully complete a course, such that he/she is required to re-take the course), or leaves his or her employment with the Consortium within 90 days of course completion is required to reimburse the Consortium for the amount paid by the Consortium for the course. The Consortium must be reimbursed within twenty-one days of the employee's withdrawal or receipt of grades. Failure to do so will lead to discipline, up to and including termination.

If the Consortium provides tuition assistance for an employee participating in a Child Development Associate Certificate program, the employee must complete all coursework and training within six months of commencement.

- **Other Funding Sources**

From time to time, the Consortium is able to participate in various educational grant opportunities. In addition, some employees may be eligible for scholarships for participation in a Child Development Associate Certificate program. If you are interested in discussing such grant programs and scholarship opportunities, please contact the Executive Director.

*Adopted May 18, 2005*

*Revised July 19, 2006*

*Revised June 2007*

*Revised September 2007*

*Revised September 2009*

*Revised January 2013*

*Revised June 2014*

*Revised June 2017*

*Revised May 2020*

*Revised May 2021*

The Consortium offers group health, dental, vision, life, short-term and long-term disability insurance benefits to all regular (not temporary), full-time employees who have completed 1 working day of employment.

Some or all of the insurance programs offered to regular, full-time employees may require some amount of regular employee contributions. Also, immediate family members of eligible employees who do not have insurance benefits through their own employers may also be eligible for coverage for an additional amount of contribution by the employee. The cost, and employee contribution rate, is reviewed annually and may change.

Many of the benefit plans sponsored through the Consortium have a plan description booklet. You may obtain a copy of any booklet upon request. You will be presented with appropriate forms concerning insurance coverages near the beginning of your employment. Also at this time you should receive a copy of the plan booklet. In the event you do not receive a plan booklet, contact the Business Manager. The terms of our benefit plans are described in detail in these plan booklets. In the event the description of benefits in this Handbook conflicts with anything in a plan booklet, the latter will govern and supersede this Handbook.

Any questions about insurance programs should be directed to the Business Manager. If you decline one or more of the insurance benefits provided by the Consortium, you will be asked to sign a waiver of benefits form commemorating your decision.

The Consortium periodically reviews the features of its insurance programs, including coverages, carriers and employee participation requirements. Significant changes in the group health insurance plan generally are communicated to covered employees prior to the effective date of the changes.

*Adopted May 18, 2005*  
*Revised September 2009*  
*Revised January 2013*  
*Revised July 2013*  
*Revised July 2015*  
*Revised May 2019*  
*Revised May 2020*

## 4.3

## ANNUITY

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The Consortium also may sponsor a retirement savings plan for its regular, full-time employees. For more information on the availability and terms of such a plan, as well as eligibility, please contact the Business Manager, who will provide you a Summary Plan Description if such a plan is available.

Employees are expected to complete all required paperwork necessary to set up an annuity account and receive statements. Failure to do so may result in loss of benefits.

*Adopted May 18, 2005*  
*Revised September 2009*  
*Revised January 2013*  
*Revised May 2019*  
*Revised May 2020*

The Consortium Administrative Office will not be open on the following holidays:

- Labor Day
- Wednesday before Thanksgiving Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Winter Break (which includes Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day)
- Memorial Day
- Fourth of July, Independence Day

This holiday schedule is subject to change by the Executive Director or Board of Directors. If a recognized holiday falls on a weekend, the Consortium will observe either the preceding Friday or the following Monday as a holiday.

All Program Site Employees will observe the holidays observed by their Program Site.

All non-Grantee Staff members will be paid at their regular rate for eight holidays in accordance with the following schedule: Thanksgiving (3 days); Winter Break (5 days). To use a PTO day before or after a holiday, employees must obtain prior written approval from the Business Manager at least three business days prior to the holiday. Program Site Employees who are absent the day before or after a holiday and do not produce a physician's note or other appropriate documentation will not receive pay for the holiday.

All Grantee Staff members will be paid at their regular rate for each of the holidays the Consortium Administrative Office will not be open, as listed above.

Any work performed outside regular hours of operation, including anytime school is not in session, must be authorized in writing in advance by the Executive Director.

*Adopted May 18, 2005*  
*Revised July 19, 2006*  
*Revised September 2007*  
*Revised September 2011*  
*Revised July 2013*  
*Revised September 2016*  
*Revised June 2017*  
*Revised June 2018*  
*Revised May 2019*  
*Revised May 2020*  
*Revised May 2021*

4.5

**PAID TIME OFF**

• **What is Paid Time Off (PTO)?**

The Consortium offers paid time off ("PTO") to full-time employees. PTO may be used for sick days, vacation days, personal time off, or for days that are scheduled work days. PTO pay for non-exempt employees will be based on the employee's current straight time hourly rate or salary and paid on the regular pay schedule. Except for employees in Groups 4 and 5 referenced below, PTO may not be used for days that are not scheduled work days.

• **When is PTO awarded?**

For employees who have completed at least one full Grant Year, PTO generally is provided on the first day of the Grant Year, which is November 1 for Head Start and Early Head Start employees and August 1 for EHS-CC employees, to be used in the following twelve-month period.

For employees who are new to the Consortium, PTO is provided only after successful completion of the Introductory Period, including any extensions of that period. Exceptions may be made by the Consortium based upon exceptional circumstances as determined by the Executive Director.

For employees who are hired through a staffing agency, PTO is provided on a prorated basis after the employee has completed 30 days as a Consortium employee. The provision of prorated PTO does not in any way alter any of the Introductory Period requirements.

• **How much PTO do I receive?**

The number of PTO days employees receive is laid out below by employee groups. If you have any question regarding the group in which your position falls, contact the Business Manager or Executive Director for clarification.

For full-time employees, the following amount of PTO time is provided:

- Head Start Program Site Employees
  - Head Start Teachers, Teacher Assistants, Full-Time Bus Drivers and Full-Time Bus Monitors (Group 1) .....8 days
  - Head Start Family & Community Specialists (Group 2) .....9 days
- EHS Employees
  - Teachers and Family & Community Specialists (Group 3) .....10 days

Administrative Office Team Employees	
Executive Director	
Head Start Managers (Group 4) .....	25 days
Grantee Support Staff and Supervisors	
(Group 5) .....	20 days

Any employee with 7 or more years of service (based on the employee’s date of hire) will receive one additional PTO day. Any employee with 10 or more years of service (based on the employee’s date of hire) will receive an additional two PTO days, and any employee with 15 or more years of service will receive an additional three PTO days.

Employees will receive half of their allotment of PTO at the beginning of the school year and the remaining half at the beginning of second semester.

PTO for employees who work less than twelve months will be prorated. Employees hired after the first day of a Grant Year beginning November 1 receive PTO as follows:

Start Date Before	Groups 1 & 2	Group 4	Group 5
December 1	6	15	10
February 15	5	8	7
March 15	4	7	6
May 1	2	5	4

Employees hired after the first day of a Grant Year beginning August 1 receive PTO as follows:

Start Date Before	Group 3
September 1	8
November 1	7
February 15	6
May 1	4

- **How do I request/schedule PTO?**

Because of the nature of our program and the need to meet particular staffing requirements, employees must request and obtain advance approval from their manager/supervisor prior to any absences, except for illness where the illness is not known in advance.

Scheduling PTO is at Management’s discretion, and may be denied on the basis of program needs and in light of the number of employees requesting the use of PTO. Further,

requests for use of scheduled PTO time will not be granted for training days or for the first two or last two weeks of the school year, except in exceptional circumstances.

Scheduled use of paid time off must be requested at least one week in advance, and the Business Manager will inform you if your request has been granted. Requests should be submitted electronically through the timekeeping system.

If you have used all of your PTO, taking additional time off without pay will not be permitted without prior approval, and in all circumstances, PTO MUST be used before unpaid time off would be permitted. PTO time may not be used if an employee is a no call/no show. Unscheduled absences must be reported as set forth in the Attendance & Tardiness Policy, Policy 3.12.

Paid Time Off must be taken in increments of one-half day or more. Exceptions may be permitted based on staffing or other operational reasons at the discretion of the Consortium and with the prior authorization from the Executive Director or designee.

Employees must obtain prior written approval to use Paid Time Off before or after a holiday.

- **Does PTO carry over to the next year?**

PTO will not carry over to the next Grant Year. However, employees will be paid for any unused PTO time at the substitute teacher rate at the end of the Grant Year.

- **How does PTO work with FMLA, Unpaid Medical Leaves of Absence, or Other Leaves of Absence or Excused Absences?**

Employees will be required to use PTO as set forth in the FMLA and Unpaid Medical Leaves of Absence policies. Employees are not required to use PTO for jury duty absences that comply with the requirements set forth in Policy 4.11, Jury or Witness Duty. An employee may elect, but is not required, to use PTO for an excused witness absence under Policy 4.11 or military-related absence under Policy 4.10. Bereavement leave under Policy 4.12 will not count against an employee's PTO time.

- **How does PTO work with Holidays?**

When a Consortium Holiday (see Policy 4.4) coincides with your PTO, the Holiday will be considered a Holiday and not PTO. Requests for scheduled PTO time for the Monday after the Thanksgiving Holiday will not be granted except in exceptional circumstances. Program Site Employees who are absent the day before or after a holiday and do not produce a physician's note or other appropriate documentation will not be paid for the holiday.

- **What happens to PTO when my employment ends?**

Unused PTO will be paid to an employee in a single lump sum check, except that the following employees will forfeit any right to any unused PTO: (1) employees who are terminated by the Consortium (which does not include lay-offs); and (2) employees who resign employment without providing two weeks' working notice. Working notice means that the employee works the last two weeks of the notice. Employees who leave voluntarily and do not provide at least two weeks' working notice will not receive payment of any unused PTO.

*Adopted October 20, 2010, effective October 31, 2010*

*Revised January 2013*

*Revised July 2013*

*Revised July 2015*

*Revised September 2016*

*Revised June 2018*

*Revised May 2019*

*Revised May 2020*

*Revised May 2021*

To balance the demands of high-quality service and the needs of family development and cohesiveness, the Consortium provides leaves of absence to eligible employees for certain family and medical reasons. This policy is intended to comply with a federal law known as the Family and Medical Leave Act of 1993 ("FMLA"), as amended. In addition, the U.S. Department of Labor's FMLA Notice is posted in the Consortium's workplace and attached at the end of this policy.

- **Eligibility**

An "eligible" employee of the Consortium may request FMLA leave. To be "eligible," an employee must have worked for the Consortium, as of the date the requested leave is to begin:

- (1) for at least 12 months,
- (2) for at least 1,250 hours during the previous 12 months, and
- (3) at a worksite where 50 or more employees are employed within 75 miles of the worksite.

The Consortium may within its discretion, but is not required under the FMLA, consider time that an employee worked for its member School Corporations when determining eligibility.

An employee may request FMLA leave for the following reasons:

- (1) Parenting Leave. This type of leave can be taken by an employee to care for a new son or daughter, including by birth or by adoption or foster care placement;
- (2) Family Medical Leave. This type of leave can be taken by an employee to care for the "serious health condition" of the employee's spouse, child, or parent; or
- (3) Employee Medical Leave. This type of leave can be taken by the employee for his or her own "serious health condition," if the condition renders the employee unable to perform his or her job functions.
- (4) Military Family Exigency Leave. This leave can be taken by an employee because of a qualifying exigency arising from the fact that the employee's spouse, son or daughter, or parent is a Covered Military Member on active duty (or has been notified of an impending call or order to active duty). Qualifying exigencies include things such as, for example, making arrangements necessitated by short-

term deployments, attending certain military events and related activities, assisting the Covered Military Member with alternative child care arrangements when the active duty or call to active duty status necessitates a change in the existing arrangements, assisting the Covered Military Member with certain financial and legal arrangements related to active duty or the call to active duty, attending counseling arising from covered active duty or the call to covered active duty, spending time with the service member who is on short-term, temporary rest and recuperation leave, and caring for a service member's parent when the parent is incapable of self-care; or

- (5) Military Family Caregiver Leave. This leave can be taken to care for the employee's spouse, son or daughter, parent, or next of kin who is a Covered Servicemember with a Serious Illness or Injury incurred or aggravated in the line of duty on active duty that may render the Covered Servicemember medically unfit to perform his or her military duties.

The FMLA and its interpretive regulations define terms and establish rules for each of these types of leave. For example, an employee may only take Parenting Leave during the 12-month period that begins on the date of the birth, adoption or placement.

In addition, a **"parent"** means an employee's biological parent or an individual who stood in the place of the employee's parent when the employee was a child. The term "parent" does not include parents-in-law. **"Son or daughter"** means a biological, adopted or foster child, a stepchild or legal ward of an employee, or a child for whom the employee stands in the place of his or her parent, who is either under age 18 or is over age 18 and incapable of self-care because of a mental or physical disability. **"Son or daughter of a Covered Servicemember"** means a Covered Servicemember's biological, adopted or foster child, stepchild or legal ward, or a child for whom the Covered Servicemember stood in the place of his parent, who is of any age. (This definition only applies to Military Family Caregiver Leave.) **"Son or Daughter on active duty or call to active duty status"** means the employee's biological, adopted or foster child, stepchild, or legal ward, or a child (1) for whom the employee stood in the place of the employee's parent when the employee was under 18, (2) who is on active duty or call to active duty status, and (3) who is of any age. (This definition only applies to Military Family Exigency Leave.) **"Covered Military Member"** means the employee's spouse, son, daughter, or parent on active duty or call to active duty status. Active duty means, in the case of a member of the regular Armed Forces, duty during deployment to a foreign country. In the case of a member of a reserve component of the Armed Forces, active duty means duty during deployment to a foreign country under a call or order to active duty under a provision of law referred to in 10 U.S.C. § 101(a)(13)(B). **"Covered Servicemember"** means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the military's temporary disability retired list for a Serious Illness or Injury. Covered Servicemember also means a veteran who (1) is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and (2) who was a member of the Armed Forces (including a member of the National Guard or Reserves) and was released or discharged, other than dishonorably, at any time during the 5-year period preceding the first date the eligible employee takes Military Family Caregiver Leave. **"Serious Illness or Injury"** with respect to a member of the Armed Forces, including a member of the National Guard or

Reserves, means an injury or illness incurred or aggravated in the line of duty and on active duty that renders the Covered Servicemember unfit to perform the duties of his or her office, grade, rank or rating. With respect to a Covered Servicemember who is a veteran, a Serious Illness or Injury means a qualifying illness or injury (as defined by the Secretary of Labor) that was incurred or aggravated in the line of duty on active duty in the Armed Forces and that manifested itself before or after the member became a veteran and is (1) a continuation of a serious injury or illness incurred or aggravated when the veteran was a member of the Armed Forces and rendered him or her unable to perform the duties of his or her office, grade, rank, or rating; (2) a physical or mental condition for which the veteran has a VA Service Related Disability Rating of 50% or greater; (3) a physical or mental condition that substantially impairs the veteran's ability to secure or hold gainful employment because of disability related to military service; or (4) an injury (including a psychological injury) for which the veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers. "Outpatient Status" with respect to a Covered Servicemember who is a current member of the Armed Forces means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

- **Duration of Leave**

An eligible employee is entitled to a total of 12 work weeks of leave (based on the employee's normal hours per week) during a 12-month period for leave other than Military Family Caregiver Leave. A 12-month period for purposes of FMLA leave is a "rolling" 12-month period measured backward for each employee from the date he or she uses FMLA leave.

Eligible employees are entitled to up to 26 work weeks of leave (based on the employee's normal hours per week) in a single 12-month period for Military Family Caregiver Leave. For purposes of Military Family Caregiver leave only, the "single 12-month period" is the 12-month period measured forward from the first date of Military Family Caregiver Leave.

- **Substitution of Paid Leave**

Generally, FMLA leave is unpaid. If, however, an employee also has accrued paid leave of other types from the Consortium, and if the employee's leave request meets the requirements of that paid leave program, the employee will receive paid leave benefits at the same time as he or she is receiving FMLA leave benefits. Similarly, if an employee properly requests leave available under a paid leave program for a purpose that is also covered by FMLA leave, the employee will receive FMLA leave benefits at the same time as paid leave benefits. The Consortium will "substitute" paid leave for FMLA leave by counting the paid leave toward FMLA leave entitlement, in accordance with the following chart:

**SUBSTITUTION FOR**

<b>TYPES OF PAID LEAVE</b>	<b>Parenting Leave</b>	<b>Family Medical Leave</b>	<b>Employee Medical Leave</b>	<b>Exigent Leave</b>	<b>Service Member Leave</b>
(1) PTO;	Yes	Yes	Yes	Yes	Yes
(2) Any Short-Term Disability Benefits;	No	No	Yes	No	No

In addition, any worker's compensation absence will also run concurrently with, and be counted as, FMLA leave to the extent the illness, injury, or condition would otherwise qualify the individual for FMLA leave.

An employee will be notified about the substitution of paid leave as soon as practicable after he or she requests FMLA leave. If FMLA leave lasts only as long as an employee's substituted paid leave, then the employee needs only to meet the notice and certification requirements of that leave plan. If the paid leave is followed by an unpaid FMLA leave, however, the employee must fulfill all the requirements for taking FMLA leave.

- **Intermittent or Reduced Schedule Leave**

An employee, under certain circumstances, may take intermittent or reduced schedule leave in increments of no less than one hour. "Intermittent leave" generally means leave taken on an occasional basis for such reasons as medical treatments. "Reduced schedule leave" means a temporary, but regular, change in the employee's usual number of hours per day or hours per week. If an employee takes a Parenting Leave, the employee is not entitled to take leave intermittently or on a reduced schedule. For Family Medical, Employee Medical, or Military Family Caregiver Leave, the employee may take an intermittent or reduced schedule leave if it is medically necessary. An employee must provide to the Consortium certification that a medical need for leave exists and that the medical need can best be accommodated through an intermittent or reduced schedule leave. Military Family Exigency Leave may also be taken on an intermittent or reduced schedule basis. Employees needing intermittent FMLA leave or leave on a reduced leave schedule must attempt to schedule their leave so as not to disrupt the Consortium's operations. In addition, if an employee requests intermittent or reduced schedule leave, the Consortium may require the employee to transfer temporarily to an available alternative position, with equivalent pay and benefits, for which the employee is qualified and which better accommodates intermittent or reduced schedule leaves.

- **Notification Requirements**

An employee must notify the Consortium of his or her desire to take FMLA leave at least 30 days before the date FMLA leave is to begin by requesting and completing a Request for Leave Form (except in cases of medical emergency or unexpected changed circumstances, in which case the employee must give notice as soon as practicable after the employee is aware that he or she needs to take FMLA leave). Request for Leave Forms can be obtained from the Business Manager. At the time an employee obtains a Request for Leave Form, the Consortium will provide the employee with a Leave Notice explaining certain rights and responsibilities of the employee regarding FMLA leave.

If an employee requests Family Medical, Employee Medical, or Military Family Caregiver Leave, the employee must submit a medical certification from the employee's or family member's health care provider within 15 days after the Consortium delivers the Leave Notice and the Request for Leave Form. An employee will not be granted a leave of absence unless and until he or she provides the required certification. Further, if the employee fails to provide the medical certification within 15 days from his or her receipt of the Leave Notice, any absences for which FMLA leave was sought may be considered unexcused absences subjecting the employee to discipline under the Consortium's Attendance Policy.

In the case of a request for intermittent or reduced schedule leave, the certification must also notify the Consortium of the reasons why the intermittent or reduced schedule leave is necessary and of the schedule for treatment, if applicable.

If an employee fails to give 30 days' notice for a foreseeable leave with no reasonable excuse for the delay, the Consortium may deny FMLA leave until at least 30 days after the date the employee provides notice of the need for FMLA leave. After an employee submits a medical certification, the Consortium may require an employee to obtain a second opinion from a provider of the Consortium's choice and at its expense. In some cases, the Consortium may require a third opinion from a provider selected jointly by the employee and the Consortium.

During FMLA leave, an employee will be required to report periodically on his or her status and intent to return to work.

Employees on a Family Medical, Employee Medical, or Service Member Leave will also be required to submit to the Consortium medical recertification's periodically during the leave period subject to the same rules as the initial medical certification. Medical recertification's may also be required under certain specific circumstances, for example, when an employee requests an extension for a leave, when circumstances under an initial certification have significantly changed, when there is information which casts doubt on the current medical certification, or when an employee is unable to return to work after FMLA leave.

Upon the conclusion of an Employee Medical Leave, the employee must present certification to the Consortium from his or her health care provider that he or she is able to return to work. Unless and until an employee provides this fitness-for-duty certification, the employee will not be able to return to work.

- **Continuation of Benefits**

As a general rule, FMLA leave is unpaid leave. The Consortium, however, will maintain an employee's coverage under the Consortium's Health Plan on the same conditions during FMLA leave as if the employee had been employed continuously during FMLA leave period. An employee may choose not to continue coverage. An employee who continues health coverage must continue to pay his or her share of the premiums during FMLA leave period to maintain coverage. An employee's premium payment is due on the same schedule as premium payments are made under COBRA.

The Consortium's obligation to continue health coverage during FMLA leave will end if the employee's premium payment is more than 30 days late. Even if an employee does not continue health coverage during FMLA leave, the Consortium will restore regular coverage if the employee returns to work.

The Consortium will also maintain an employee's coverage under other insurance plans during the FMLA leave period if the employee pays the full monthly premium (including the Consortium's share of the premium) during that period. The employee's premium payment is due on the same date as the premium payment for health coverage.

- **Outside Employment During FMLA Leave**

The Consortium operates under the assumption that if an employee is unable to perform their job due to the need to take FMLA leave, the employee is also unable to perform work for another employer during the employee's regular working hours. The Consortium recognizes that there may be rare occasions where there may be an exception. However, in the absence of prior approval from the Consortium, outside employment or supplemental employment while on FMLA is strictly prohibited. Violation of this policy may result in the denial of continued FMLA leave and termination of employment.

- **Right to Job Restoration**

Upon return from FMLA leave, employees will generally be restored to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. Certain salaried, key employees of the Consortium may be denied restoration if their reinstatement would cause substantial and grievous economic injury to the Consortium. If, during FMLA leave, a layoff or other event occurs that would have changed, or even eliminated, the employee's job had he or she not taken leave, the returning employee will have no greater rights than if the employee had been continuously employed during FMLA leave. The Consortium will determine whether an employee will be restored to the same position or to an equivalent position.

If an employee chooses not to return to work after his or her FMLA leave expires, the Consortium may recover its share of health insurance premiums paid on the employee's behalf during the period of FMLA leave. The Consortium will seek to recover those premiums unless the employee fails to return because of (1) the continuation, recurrence, or onset of a serious health condition (or serious illness or injury, with respect to Military Family Caregiver Leaves) that would otherwise entitle the employee to FMLA leave or (2) other circumstances beyond the

employee's control. If an employee fails to return to work because of the continuation, recurrence, or onset of a serious health condition (or serious illness or injury, as applicable), the employee must provide a medical certification of his or her serious health condition or serious illness/injury. The employee must provide the certification within 30 days from the date the Consortium requests it. If the employee does not provide the certification in a timely manner, the Consortium may recover its share of the health insurance premiums paid for the employee during the entire period of FMLA leave.

At the exhaustion of FMLA leave time, if an employee is unable to return to work, employment will be administratively terminated unless an evaluation of the employee's circumstances indicates that the employee is a qualified individual with a disability for whom a reasonable extension of leave would be an accommodation, and the Consortium can provide that accommodation without causing an undue hardship on its operation.

*Adopted May 18, 2005*  
*Revised July 19, 2006*  
*Revised September 2007*  
*Revised September 2009*  
*Revised October 2010*  
*Revised January 2013*  
*Revised July 2013*  
*Revised June 2014*  
*Revised May 2020*  
*Revised May 2021*

A Medical Leave of Absence may be available if you become unable to work due to illness or injury and have no PTO remaining to cover such absence.

Any days on a Medical Leave of Absence will be unpaid unless the employee is entitled to disability benefits in accordance with the terms of any applicable benefit plan. The medical leave will be for a period up to 6 weeks. For employees who have been employed for at least 90 continuous days, the leave may be renewed for a successive period up to a maximum of 12 weeks in any current 12-month period. Employees who have been employed fewer than 90 continuous days will not be granted medical leave unless they are a qualified individual with a disability and granting a period of unpaid leave would constitute a reasonable accommodation that would not cause an undue hardship, or the leave is for reasons of maternity.

To be granted a medical leave, you must provide the Business Manager appropriate medical documentation confirming: (1) your medical inability to work and (2) the estimated length of your absence. FMLA eligible employees must complete the appropriate paperwork provided by the Business Manager. The Consortium reserves the right to (a) inquire of you as to the status of any medical condition, (b) require that you provide medical evidence from your physician or from a physician of the Consortium's choice concerning any medical condition, (c) deny a request for medical leave or any renewal thereof if it determines, from the medical evidence, that you are able to perform your work, and (d) place or continue you on medical leave if the Consortium determines, from the medical evidence, that you are not able to perform the essential functions of your job with or without reasonable accommodation.

For medical leaves in excess of one week, you must notify your supervisor, the Business Manager, or the Executive Director at least five (5) working days prior to the expiration of your medical leave whether you will return to work or whether you need a renewed medical leave. In either case, you must provide a physician's statement confirming your ability to return to work or the basis for the need for a renewed medical leave of absence, respectively.

At the conclusion of a medical leave of six (6) weeks or less (or twelve weeks or less if you are eligible for FMLA leave), you will generally be restored to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment, if such a position is available. At the conclusion of a medical leave of more than six weeks (or more than twelve weeks if you are eligible for FMLA leave), you will be considered for return to work on the basis of your qualifications, prior performance, the Consortium's then current business and personnel needs, and the availability of any reasonable accommodation that would not cause undue hardship on the Consortium's operation. If you return to work after a medical leave, you will resume employment on the same terms and conditions applicable to the Consortium's employees generally without having to satisfy any benefit plan waiting periods applicable to new employees. Upon your release to return to work, if there is no available position for which you

are qualified, your employment relationship with the Consortium will be administratively terminated at that time.

At the exhaustion of your leave time, if you are unable to return to work, your employment will be administratively terminated unless an evaluation of your circumstances indicates that you are a qualified individual with a disability for whom a brief extension would be a reasonable accommodation, and the Consortium can provide that accommodation without causing an undue hardship on its operation, or unless at that time there is a position for which you are qualified and wish to be considered.

PTO will not accrue during a medical leave of absence.

The Consortium's policy concerning outside employment during FMLA leave shall apply equally to other unpaid medical leaves of absence.

This policy may be used to supplement the Consortium's FMLA policy, and will at all times run concurrently with any FMLA leave.

*Adopted May 18, 2005*  
*Revised July 19, 2006*  
*Revised September 2009*  
*Revised October 2010*  
*Revised January 2013*  
*Revised June 2014*  
*Revised May 2020*

**4.9****MILITARY LEAVE**

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The Consortium will comply with all applicable laws regarding military leaves of absence. To request a leave of absence for military duty, you must furnish the Consortium with written proof of the service requirements two (2) weeks in advance of service dates or as soon as otherwise feasible. You may elect to use PTO Days during military service.

*Adopted May 18, 2005  
Revised October 2010*

In accordance with Indiana's Military Family Leave Act, the Consortium provides leave to eligible family members of individuals on active duty in the United States Armed Forces or the Indiana Army or Air National Guard. "Active duty" means full-time service on active duty orders for a period of at least 90 consecutive calendar days.

- **Eligibility**

Eligible employees include the following relatives of the individual on active duty: spouse; parent (by blood, adoption, foster placement, or step-relationship); court-appointed guardian or custodian; grandparent (by blood, adoption, foster placement, or step-relationship); sibling (by blood, adoption, foster placement, or step-relationship); child (by blood, adoption, foster placement, or step-relationship).

To be eligible for Military Family Leave, an employee:

- (1) Must have been employed by the Consortium for at least 12 months and
- (2) Must have worked at least 1,500 hours during the 12-month period immediately preceding the date that the leave is to begin.

- **Leave Entitlement**

Eligible employees may take up to 10 days off work per year as Military Family Leave. For these purposes, a year is a "rolling" 12-month period measured backward for each employee from the date he uses Military Family Leave. Leave can be taken during:

- (1) The 30 days before active duty orders are in effect;
- (2) During a leave provided to the one on active duty while the active duty orders are in effect; and
- (3) The 30 days after the termination of the active duty orders.

- **Notification Requirements**

Employees must provide a written request for Military Family Leave to the Business Manager and provide a copy of active duty orders, if available, before taking leave. This request must be made at least 30 days before the date the requested leave is to begin unless the active duty orders are issued fewer than 30 days prior to the date the requested leave is to begin.

- **Substitution of Paid Leave**

Generally, Military Family Leave is unpaid. If, however, an employee also has PTO Days and if the employee's leave request meets the requirements to use that benefit time, the employee may elect to receive paid time off while on Military Family Leave.

- **Continuation Of Benefits**

The Consortium will maintain an employee's coverage under its Health Plan on the same conditions during Military Family Leave as if the employee had been employed continuously during the leave period. An employee who wishes to continue health coverage must continue to pay his share of the premiums during the leave period to maintain coverage.

- **Job Restoration / No Retaliation**

Upon return from Military Family Leave, employees will generally be restored to their position. No action will be taken against an employee because of the use of Military Family Leave. If, during the leave, a layoff or other event occurs that would have changed, or even eliminated, the employee's job had he not taken leave, the employee will have no greater rights than if he had been continuously employed during the leave.

*Adopted May 21, 2008  
Revised September 2009  
Revised October 2010  
Revised January 2013  
Revised July 2015  
Revised May 2020*

The Consortium recognizes that jury or witness duty is the obligation of all citizens and encourages its employees to fulfill this obligation. If you are called for jury duty or subpoenaed as a witness in a court or administrative agency action, you will be granted excused time away from work. You are expected, however, to return to your duties any time you are not needed in the courtroom. If you are called for jury duty or subpoenaed as a witness, you should advise your supervisor and give the supervisor a copy of the summons or subpoena as soon as possible after learning that you must serve.

If you are called for Jury Duty, you will receive your regular hourly pay or entire salary from the Consortium.

Employees will not be compensated for time spent as a witness, unless the employee has been requested by the Consortium to serve as a witness or has been ordered by a court or other agency to testify on matters relating to the employee's employment.

*Adopted May 18, 2005*

*Revised June 2014*

*Revised May 2019*

*Revised May 2020*

Subject to timely approval, in the unfortunate event of the death of a spouse, child, or step-child, employees will be eligible to receive up to five paid days off. Also subject to timely approval, in the unfortunate event of the death of a parent, step-parent, grandparent, step-grandparent, grandchildren, step-grandchildren, brother or sister, step-brother or sister, mother- or father-in-law, son- or daughter-in-law, or brother- or sister-in-law, employees will be eligible for up to three (3) paid days off. These days may only be taken between the time of the death and any services, and employees will not be entitled to additional compensation if these days are not used. In the unfortunate event of the death of other family members or friends, with timely approval, time off may be given without pay. Proof of death and relationship will be required.

*Adopted July 19, 2006*

*Revised June 2017*

*Revised June 2018*

The Consortium recognizes the health benefits of breastfeeding for the nursing mother and child. This policy sets forth the Consortium's parameters for nursing mothers to facilitate and encourage breastfeeding without adversely impacting the Consortium's business operations.

Nursing mothers wishing to express milk during the work day must notify Human Resources, in advance, to make appropriate arrangements. Human Resources will determine an appropriate on-site private area on a case by case basis, working with Program Sites as appropriate. Human Resources will also work with the nursing mother to develop a consistent schedule for the expression of breast milk during the work day (typically not to exceed 20 minutes and not to exceed twice per day). The nursing mother's supervisor shall be notified of any changes to break schedules. The nursing mother and supervisor are expected to work together to adhere to a consistent break schedule (typically not to exceed 20 minutes) as much as is practicable. Breaks to express breast milk must occur on-site.

Human Resources will also work with the nursing mother, and the Program Site as needed, to address storage of expressed milk. If expressed milk is stored in any refrigerator (as opposed to the employee's own storage device, such as a cooler), it must be clearly labeled with the employee's name and date, properly sealed, and removed from the refrigerator within 24 hours of when the date it was expressed.

*Revised July 2015*  
*Revised June 2017*  
*Revised May 2020*

At its discretion, the Consortium may grant an unpaid personal leave of absence upon an employee's written request to the Executive Director after the employee has used all earned PTO. The request must clearly state the reason for the leave and the amount of time requested. Requests will be granted only for **urgent** and **exceptional** circumstances and, when the leave is appropriate, based on workload, staffing, and other factors affecting operations. Personal leave cannot be used to extend an FML or a medical leave of absence. Personal leave will not typically exceed 4 weeks during a rolling 12-month period. A "rolling" 12-month period is measured backward for each employee from the date he uses personal leave.

At the conclusion of a personal leave of absence, you will generally be restored to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. However, the Consortium may reassign or change your position based on its business and personnel needs.

*Added June 2017*

The Consortium offers confidential counseling services through an employee assistance program (EAP) to all full-time and part-time employees, family members living in their households, and certain dependents who may be faced with challenges relating to stress, anxiety, substance abuse, grief, marriage/family/relationship issues, and other concerns. For the welfare of its employees as well as for effective operations, the Consortium encourages employees to take advantage of this benefit.

Three counseling sessions are provided per employee family per school year at no cost to the employee. Employees will be responsible for fees incurred for any additional sessions, which may be covered under the terms of the employee's health insurance coverage.

The Consortium's EAP provider is New Avenues, Inc., which can be reached at 800-731-6501 or 574-232-2131. In addition to face-to-face counseling, New Avenues offers telephonic counseling (855-492-3625) as well as an array of online support services that are available 24 hours a day, 7 days a week. Additional information is available at [www.NewAvenuesOnline.com](http://www.NewAvenuesOnline.com).

The Consortium expects employees to make every effort to schedule EAP visits outside of work hours. Emergency visits or visits that cannot be scheduled outside of work will be treated similar to other doctor's appointments.

All contact between an employee and the EAP is confidential. In cases where an employee has been referred by the Consortium to the EAP and the employee's continued employment is contingent on contacting the EAP, the EAP counselor will only verify whether the employee has contacted the EAP and, if ongoing treatment is necessary, that the employee is following through on the treatment. Information provided to an EAP counselor may be released to the Consortium only if requested by the employee in writing.

Additional information about the Consortium's EAP program is available from the Business Manager.

*Added May 2020*

As a recipient of federal Head Start funds, the Consortium must at all times comply with federal Head Start performance standards. All Consortium employees, consultants, contractors, and volunteers are responsible for complying with the Head Start performance standards, including but not limited to the following:

- All staff, consultants, contractors, and volunteers will implement positive strategies to support children’s well-being and prevent and address challenging behavior;
- All staff, consultants, contractors, and volunteers will not maltreat or endanger the health or safety of children, including, at a minimum, these individuals must not: (A) use corporal punishment; (B) use isolation to discipline a child; (C) bind or tie a child to restrict movement or tape a child’s mouth shut; (D) use or withhold food as a punishment or reward; (E) use toilet learning/training methods that punish, demean, or humiliate a child; (F) use any form of emotional abuse, including public or private humiliation, rejecting, terrorizing, extended ignoring, or corrupting a child (for definitions of these terms and examples see Six Types of Emotional Abuse Recognized by Office of Head Start at the end of the Handbook); (G) physically abuse a child; (H) use any form of verbal abuse, including profane, sarcastic language, threats, or derogatory remarks about the child or child’s family; or (I) use physical activity or outdoor time as a punishment or reward.
- All staff, consultants, contractors, and volunteers will respect and promote the unique identity of each child and family and will not stereotype on any basis, including gender, race, ethnicity, culture, religion, disability, sexual orientation, or family composition.
- All staff, consultants, contractors, and volunteers will comply with program confidentiality policies concerning personally identifiable information about children, families, and other staff members in accordance with Policy 3.17.
- No child may be left alone or unsupervised by staff, consultants, contractors, or volunteers while under their care.

An employee, consultant, contractor or volunteer who observes another person engage in conduct that may be a violation of Head Start performance standards is expected to intervene immediately.

Violations or suspected violations of any Head Start performance standard (except for suspected abuse or neglect which must be reported immediately to the Department of Child Services in accordance with Policy 5.4) must be reported immediately to the Executive Director.

*Adopted July 19, 2006*

*Revised June 2017*

*Revised January 2020*

*Revised May 2021*

Courtesy, respect, and professional and ethical conduct, communications, and interactions with other employees, students and their family members, and the public are required of all Consortium employees at all times. Such conduct, communications, and interactions are essential to the Consortium's ability to fulfill its mission. All employees, students and their family members, and the public are entitled to be treated in a manner that demonstrates courtesy, dignity, and respect, and the failure to do so will subject an employee to appropriate discipline.

Failure to act in a courteous, respectful, and professional manner causes significant disruption to the operations of the Consortium, including a negative impact on the working environment, interfering with employees' work performance, and causing unnecessary and undue stress and anxiety. For these reasons, the Consortium will strictly enforce this policy, including imposing appropriate discipline to employees who fail to follow this policy.

#### **Employees with Children in the Program**

Employees with children who are in the Program may not allow their parenting responsibilities to interfere with their employment responsibilities. Specifically, employees are expected to work their regularly scheduled hours, to refrain from leaving their assigned responsibilities to deliver, pick up, or check on their children, and to make necessary arrangements for child care. Moreover, employees are expected to use PTO to attend parent conferences, home visits, or any other activity that falls within their work responsibilities.

*Adopted May 18, 2005*

*Revised June 2017*

*Revised June 2018*

The use and abuse of drugs and alcohol can seriously impair your ability to perform your duties safely and efficiently. Drug and alcohol use and abuse not only jeopardize the public's and co-worker's safety, they undermine the public's confidence in the Consortium itself. Because a drug- or alcohol-impaired employee can pose a significant threat to the safety of the public and co-workers, as well as the employee's own safety, the Consortium has established this policy as part of its ongoing efforts to maintain a drug- and alcohol-free workplace.

All employees are expected to report to work free of alcohol and illegal drugs and not to sell, distribute, dispense, possess, or use or conspire to sell, distribute, dispense, possess, or use an illegal drug or alcohol on the Consortium's premises, during working time, or when engaged in the Consortium's business or an activity sponsored by the Consortium. The only exception is for employees attending Consortium-sponsored events or attending events as representatives of the Consortium at which alcohol is served. In such instances, minimal consumption of alcohol is permitted (but not encouraged) so long as the employee's behavior remains acceptable to the Consortium and the employee's blood alcohol content remains under the legal limit for operating a motor vehicle, as defined by state law.

Likewise, all employees are expected not to distribute, misuse, or abuse any prescription or nonprescription medications on the Consortium's premises. Employees must remember that distribution of prescription medication to co-workers not only violates this policy but is also a crime.

Employees using a prescription drug which may impair mental or motor functions so as to affect the employee's ability safely to perform his or her duties must report the use of that prescription drug to his/her supervisor or the Business Manager prior to reporting to work after its use. For the safety of all employees, the Consortium may place persons using such prescription drugs in a less hazardous job assignment, provided such assignment is available, or place them on temporary medical leave until released as fit for duty by the prescribing physician. The Consortium reserves the right to have its physician determine if a prescription drug produces hazardous effects or to restrict the quantity the employee is allowed to bring to the workplace.

The Consortium looks to all its employees to support this policy to better the overall safety, health, productivity, and welfare of all employees. Employees are asked to discourage co-workers from violating this policy and are expected to cooperate in the Consortium's efforts to enforce this policy and in any investigation of its violation.

**Reasonable Cause Testing.** When there is reasonable cause to believe that the employee has inappropriately used drugs or alcohol, the employee may be required to submit to a drug and/or alcohol screening test.

“Reasonable cause” testing may be based upon such things as:

- (1) Specific observations concerning the appearance, behavior, speech, or body odors of the employee, including observation of drug use, drug possession, or possession of drug paraphernalia, physical signs or symptoms of being under the influence of a drug or alcohol, and signs and symptoms of chronic and/or withdrawal effects of drugs;
- (2) A pattern of abnormal or erratic behavior as evidenced by the employee’s work time actions, appearance, or conduct; or
- (3) Arrest or conviction for a drug-related offense.
- (4) Having an on-the-job accident requiring medical attention and/or involving property damage.

If practical, the employee’s conduct should be witnessed by two supervisors. If not practical, one supervisor’s observations are sufficient. Reasonable cause can also be based upon a report received from a third-party observer if the report is independently corroborated.

An employee who is required to submit to a reasonable cause drug screen will be suspended until the results of the test are disclosed to the Consortium. If the test result is negative, the employee will be paid for the regularly scheduled hours missed. If the test result is positive, the employee will not be paid for the hours missed and may be subject to discipline, up to and including termination.

In any reasonable cause situation, the Consortium will ensure that the employee is transported to an appropriate facility and then transported back to the work site, where a spouse, family member, or other individual will be contacted to transport the employee home. If the employee refuses to agree to any of these procedures and attempts to operate his or her own vehicle, the Consortium will take appropriate efforts to discourage the employee from doing so, up to and including contacting local law enforcement officials. Any employee failing to cooperate with any of the procedures described above will be subject to discharge.

**Post-Accident Testing.** Drug testing will be required in the event of an accident during work time, defined as an event that results in (a) death; (b) bodily injury that requires medical treatment away from the scene of the accident; or (c) property damage of at least \$500. As soon as possible, but no later than 32 hours after the accident, the Consortium may test any employee whose performance or conduct either may have contributed to the accident or cannot be completely eliminated as a contributing factor to the accident.

**Voluntary Identification and Rehabilitation/Treatment.** Any employee who voluntarily identifies himself as having a drug- or alcohol-related problem will not be subject to discipline for volunteering that fact. Rather, the employee will be permitted to take a leave of absence as governed by Chapter 4.7 for the purpose of undergoing rehabilitation or treatment to permit the employee an opportunity to eliminate dependence on drugs or alcohol or to comply with other treatment plans as recommended by a substance abuse professional.

Employees who volunteer such information and participate in a rehabilitation/treatment program are not relieved of their obligation to comply with applicable rules concerning alcohol and drugs and will be subject to disciplinary action, including termination, for their violation.

Since the key to the Consortium's rehabilitative efforts is an employee's willingness to admit and seek to remedy the problem, this provision is not available to an employee who requests protection after being asked to submit to testing or after the employee's use of drugs or alcohol becomes a personnel issue based on direct observation or evidence obtained from an arrest or criminal conviction for a drug- or alcohol-related offense.

If the employee has successfully completed the rehabilitation/treatment program as verified in writing by the program's administrator within the time allowed by Chapter 4.7, the employee will be allowed to return to work when work is available for which the individual possesses the skills, qualifications, and experience – or in accordance with the employee's rights under the Family and Medical Leave Act. Return from rehabilitation may also be conditioned upon the employee's compliance with individual responsibilities, which may include obtaining follow-up counseling and/or treatment.

Any costs associated with the voluntary rehabilitation/treatment program will be at the expense of the employee unless the charge is specifically covered under the Consortium's insurance policy and the employee is an active participant in the insurance program.

### **Transportation Personnel**

Transportation personnel must comply with the additional requirements and procedures that are set out in the Transportation Handbook

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*Revised July 19, 2006*  
*Revised September 2009*  
*Revised January 2013*  
*Revised July 2015*  
*Revised June 2018*  
*Revised May 2020*

- **Reporting**

Under Indiana law, each and every Consortium employee who has a reason to believe that a child is a victim of child abuse or neglect must **immediately** make a report to two recipients: (1) Child Protection Service and/or the appropriate law enforcement agency (this may be accomplished by calling the Indiana Child Abuse and Neglect Hotline at 1-800-800-5556), **and** (2) the school principal or other person designated to receive such reports. Immediately means immediately. A report cannot be delayed for any reason. Notification of the principal or other person designated to receive reports **does not relieve the Consortium employee of the responsibility for reporting the matter to Child Protection Services and/or the appropriate law enforcement agency**. If you depend on your principal or school designee to make an immediate report to Child Protection Service and/or the appropriate law enforcement agency, and that report is not made or not timely made, you can personally be held criminally liable under Indiana law. Because all Consortium employees are mandatory reporters under the law, an anonymous report does not discharge the reporting obligation.

The “reason to believe” standard should be construed broadly. When in doubt as to whether you have a “reason to believe,” make a report. Do not wait for proof of child abuse or neglect, and do not investigate or question the child yourself.

Consortium employees who have a reason to believe that a child is a victim of child abuse or neglect must also **immediately** inform the Executive Director or the Business Manager, who will ensure that, among other things, a report is also made to the Family and Social Services Administration (FSSA).

- **Confidentiality**

Information concerning alleged child abuse of a student is confidential information and is not to be shared with anyone other than the administration or the reporting agency.

- **Legal or Other Documents or Notices**

All employees must forward to the Executive Director all communications, whether written, oral, formal, or informal, concerning claims or reports of child abuse or neglect.

*Adopted July 19, 2006  
Revised September 2007  
Revised July 2013  
Revised June 2017*

The Consortium believes that appropriate dress and personal grooming create a favorable image for the Consortium. You are expected to maintain high standards of personal cleanliness and attire. You create the image many people will have about the Consortium. Check your appearance before reporting to work. You should utilize good judgment in determining your dress and appearance. A well-groomed appearance and good hygiene is important and gives confidence to your overall effectiveness. More conservative clothing reflects a more professional image, as does clean and well-groomed hair, including facial hair. The Consortium reserves the right to determine whether particular attire is inappropriate for its business and purpose and to inform you of this and ask that your attire be changed if it is not appropriate. This policy may be modified in the event of an infectious disease outbreak (and employees may be expected to comply with more rigid guidelines regarding attire and grooming) to ensure services are provided safely for both children and employees.

- **All Employees**

Employees must wear closed-toe shoes with heels that are no greater than one inch at all times.

**Examples of Inappropriate Dress.** The following list of unprofessional and inappropriate dress and personal grooming is for illustrative purposes only and is not exhaustive:

- 1) Clothing that is too tight, too revealing, or suggestive.
- 2) Body piercing other than in the ear.
- 3) Hair that is unnaturally colored (blue, purple, green, pink, or bright orange).
- 4) Skirts that end more than two inches above the knee.
- 5) Flip flops.
- 6) Clothing or tattoos with material inappropriate for children, including references or depictions of violence, sex, drugs, or alcohol.
- 7) Halter tops, tube tops, or any top that reveals the mid-section of the body.
- 8) Sweat pants, sweat shirts, athletic pants, leggings, yoga pants, spandex pants, or other athletic clothing.
- 9) Shorts that end more than two inches above the knee.
- 10) Jeans that are worn out or have holes or rips.
- 11) Baseball style hats.
- 12) T-shirts.
- 13) Wearing clothing without appropriate undergarments.
- 14) Spaghetti-strapped tops without a sweater or blouse over it.
- 15) Expensive or bulky jewelry that could get damaged or cause injury.
- 16) Fingernails are to be kept to a moderate length to avoid scratching children.

- **Program Site Employees**

In addition to complying with the personal appearance rules and policies applicable to all Consortium employees, Program Site Employees must comply with the personal appearance rules and policies that apply to their buildings.

- **Early Head Start Employees**

In addition to complying with the personal appearance rules and policies that apply to all Consortium employees and to their buildings, Early Head Start Program Site Employees must comply with all Early Head Start regulations or guidance concerning dress and grooming.

- **Consortium Managers, Site Supervisors, and Administrative Office Employees**

Managers, Site Supervisors and Administrative Office employees are expected to dress professionally and appropriately considering the responsibilities expected for their respective position and the importance of projecting professionalism to children, parents and staff.

**Casual Days.** Periodic casual days for the Consortium Administrative Office Team will be announced by the Executive Director. We expect all employees to use discretion and good judgment on casual day as there are often student family members and guests visiting us.

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Revised July 19, 2006  
Revised June 2007  
Revised September 2009  
Revised January 2010  
Revised July 2013  
Revised June 2014  
Revised July 2015  
Revised June 2017  
Revised May 2019  
Revised May 2020  
Revised May 2021*

5.6

**NO SMOKING POLICY**

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Employees may not smoke or use other tobacco products (including vaping or electronic devices) while working and/or while on school premises. This policy applies, but is not limited to, when an Employee is on a paid break.

Any violation of this policy may result in disciplinary action up to and including termination of employment.

*Adopted May 18, 2005*  
*Revised July 19, 2006*  
*Revised July 2013*  
*Revised July 2015*  
*Revised September 2016*

Except as permitted by state law, employees are prohibited from bringing firearms, weapons (including tasers) or ammunition on the property of the Consortium or any member School Corporation, or possessing any firearm, weapon (including tasers) or ammunition while conducting Consortium business. Any employee that violates this policy will be discharged.

*Adopted May 18, 2005*

*Revised June 2014*

*Revised July 2015*

Because organizations such as the Consortium are, by nature, public organizations, employees are expected to have many contacts -- with donors, community leaders, government officials, grant applicants, grantees, and a broad range of citizens involved in and knowledgeable about community issues. For the Consortium to be perceived as an upstanding, forthright community leader, you must, during each contact, consider how your actions and statements represent, and affect, the Consortium. Therefore, you should consider every contact between yourself and the public as a representation of the Consortium and act accordingly, regardless of whether the contact occurs during the course of business.

Although you are expected to treat each contact with the public as a representation of the Consortium, no employee, other than the Executive Director, has the authority, unless expressly given by the Executive Director, to speak on behalf of the Consortium (including but not limited to speaking to any member of the media), or to bind the Consortium contractually (whether orally or in writing). If you are approached by any member of the media, or any organization or person seeking to enter into a business relationship with the Consortium, you must direct them to the Executive Director. Anyone who, without express permission from the Executive Director, speaks to the media on behalf of the Consortium or about Consortium business, or attempts to bind the Consortium to a contractual or business arrangement with another person or entity, may be disciplined up to and including termination.

Finally, from time to time the Consortium or a third party representing the Consortium may take pictures of employees engaged in work-related activities for use in advertising, Consortium brochures, etc. If you object to this, please notify your supervisor or the Executive Director prior to the photographer taking the pictures. If you do not voice an objection, the Consortium will presume you have none. Employees will not be compensated for use of their likeness in a Consortium photograph. Members of the news media may also take pictures of employees at Consortium-related events or other news worthy events. Any objections to the news media's use of your picture must be directed to the organization taking the pictures rather than to your supervisor, or the Executive Director.

*Adopted May 18, 2005*

The Consortium consistently follows a policy of avoiding any conflict of interest or the appearance of any conflict of interest on the part of its employees.

- **Conflicts of Interest**

One type of “conflict of interest” occurs when an employee occupies a position where his or her action on behalf of the Consortium could serve to benefit himself/herself or could benefit another person or organization with whom the employee has a relationship or in which the employee has an interest.

You should not accept personal gifts, including meals, tickets and passes, remuneration or other favors from grantees or prospective applicants. Nominal gifts (e.g., coffee mugs, t-shirts, etc.) may be accepted, so long as doing so does not create the appearance of a conflict of interest.

A “conflict of interest” also can occur when an employee’s dual role as an employee or member of another organization might compromise his or her objectivity in performing his or her obligations to either organization. Accordingly, the Consortium has developed specific rules concerning conflicts of interest. Even for outside work that is permissible, you should consider whether the demands of that work will interfere in any way with your employment here. Outside work will not be considered an excuse for poor job performance, absence, tardiness, leaving early, refusing to travel, or refusing to work overtime or a changed schedule.

Further, no employee shall have any pecuniary interest, direct or indirect, in any grant, consultation or other transaction with any organization that has received a grant in the past or that may reasonably be expected to apply for a grant in the future from the Consortium.

- **Reporting a Conflict or Possible Conflict of Interest**

If you have a relationship outside of Head Start, or other special interest, with respect to a client with whom you have program involvement, or the client’s family, you must report that relationship to the Executive Director. Examples include having a family member with whom you have program involvement or dating the parent of a client with whom you have program involvement. Your continued program involvement with that client will be permitted to continue unless it compromises the client’s or the Consortium’s interests, adversely affects your job performance, or could lead to the appearance of a conflict of interest.

Further, prior to commencing any other work or employment outside the Consortium, you must report your intent in writing to the Executive Director, specifying the organization for which you intend to perform work as well as your anticipated schedule. Such work will be permitted unless it compromises the Consortium's interests or adversely affects your job performance. You may not, for example, hold any other employment or engage in any personal business, including as an independent contractor, that would create an actual or a potential conflict (or the appearance of a conflict) of interest with your employment here. If you are contemplating engaging in outside work and are uncertain whether the work would create a conflict of interest or involve a potential donor or grantee, promptly discuss the situation with the Executive Director. Whether you will be permitted to remain employed here in a situation where your outside work would potentially create a conflict of interest or the appearance of such a conflict will be the Consortium's decision.

*Adopted May 18, 2005*

*Revised July 19, 2006*

**NO SOLICITATION OR DISTRIBUTION &  
CONSORTIUM BULLETIN BOARDS**

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There shall be no solicitation for any activity (unless directly related to an activity sponsored by the Consortium) while either the employee(s) doing the soliciting or the employee(s) being solicited is/are on working time. "Working time" does not include scheduled breaks or meal periods. There shall be no distribution of literature (that is, printed matter of any kind) by employees on working time or in working areas at any time.

Non-employees are prohibited from soliciting or distributing literature on the Consortium's property at any time.

For purposes of this policy, "soliciting" and "distributing" includes posting written notices on any Consortium bulletin board. Such bulletin boards are for Consortium-related purposes only, and any items posted thereon must first be approved as discussed below.

Bulletin boards in the Consortium's administrative offices display important information required by law, as well as internal memoranda regarding policies, procedures, benefits, etc. Any Consortium-related message of interest to the workplace you wish to post on the bulletin board must first be submitted to and initialed by your supervisor, or the Executive Director. Unauthorized material will be removed.

*Adopted May 18, 2005*

Nothing is more important to the Consortium than the safety and security of its employees, students, families, and volunteers. Threatening, intimidating, malicious, or violent behavior directed toward employees or other individuals by anyone on the Consortium's property, at an event sponsored by the Consortium, or during work time will not be tolerated.

The purpose of this policy is to minimize the potential risk of personal injuries to employees or to others and to reduce the possibility of damage to the Consortium's property in the event someone, for whatever reason, may be unhappy with a decision by the Consortium or an action by an employee or member of management.

The Consortium will initiate a decisive and appropriate response to inappropriate behavior. This response may include, but is not limited to, termination of a business relationship, reassignment of job duties, suspension or termination of employment, and/or criminal prosecution of the person(s) involved.

All employees and volunteers are responsible for notifying the Executive Director of any possible violations of this policy. Possible violations include threatening, intimidating, malicious, or violent behavior of which an employee has been the target, has witnessed, or has heard about from another individual if the behavior is job-related or has been or might be carried out on the Consortium's property. Employees are responsible for making this report regardless of the relationship between the individual who initiated the inappropriate behavior and the person who was the target of the behavior.

If you receive or overhear any threatening communications from an employee or outside third party, report it to your supervisor (who will report it to the Executive Director) and Building Principal at once. Do not engage in either physical or verbal confrontation with a potentially violent individual. If you encounter an individual who is threatening immediate harm to an employee or anyone else on our premises, contact an emergency agency (such as 911) immediately.

All reports of work-related threats will be kept confidential to the extent possible, investigated, responded to, and documented. Employees and volunteers are expected to report and participate in an investigation of any suspected or actual cases of workplace violence.

Violations of this policy, including your failure to report or fully cooperate in the Consortium's investigation, may result in disciplinary action up to and including discharge.

*Adopted May 18, 2005  
Revised June 2007*

The Consortium's ability to achieve its mission of providing high quality, comprehensive services to children and families depends upon the quality and commitment of its employees. Because any inappropriate behavior by Consortium employees puts the Consortium's mission in jeopardy and is an inefficient use of the Consortium's limited funds, the Consortium will take prompt and appropriate actions to address behavior and performance issues. While the Consortium will endeavor, when it deems appropriate, to provide employees with reasonable opportunities to correct deficiencies, employment may be terminated at any time with or without cause and without following any system of discipline or warning.

The work rules set forth below are intended to provide you with fair notice of what is expected of you. It is not possible to provide an exhaustive list of all types of impermissible conduct and performance, and these work rules are only examples of behaviors that are specifically unacceptable and, if found to exist, can result in disciplinary action up to and including immediate termination. You should, therefore, be aware that conduct not specifically listed below, but which adversely affects or is otherwise detrimental to the interests of the Consortium, other employees, or others may also result in disciplinary action.

The following actions will be considered work rule violations and will subject an employee to disciplinary action up to and including immediate termination:

1. Failing to comply with Head Start Performance Standards, including but not limited to the following:
  - a. Failing to provide proper supervision to children. Under no circumstances may a child under the care of a Consortium employee be left alone or unsupervised, or placed in a situation in which he or she is not properly supervised.
  - b. Failing to respect and promote the unique identify of each child and family. Consortium employees are to respect all children and families and to refrain from stereotyping on the basis of gender, race, ethnicity, culture, religion, or disability.
  - c. Failing to comply with and enforce the Consortium's policy on "Confidential Information."
  - d. Failing to use positive methods of child guidance and discipline at all times. Consortium employees are prohibited from engaging in corporal punishment, emotional or physical abuse, and humiliation (for examples see Six Types of Emotional Abuse Recognized by Office of Head Start at the end of the Handbook). In addition, employees may not use methods of discipline that

involve isolation, the use of food as punishment or reward, or the denial of basic needs.

- e. Failing to comply with the Consortium's policy on "Conflicts of Interest." Consortium employees may not accept gifts or gratuities, favors or anything of monetary value for personal use or enrichment from contractors/vendors or potential contractors/vendors, or persons receiving benefits or services from the program.
2. Conviction of any violation of law which may adversely affect the public's trust in the employee's ability to perform the duties of the employee's position.
3. Unauthorized possession of firearms, explosives, weapons, or other dangerous materials on Consortium property at any time in violation of law.
4. Failing to comply with the "Reporting Child Abuse & Neglect" Policy and/or failing to report child abuse or neglect as required by law.
5. Stealing or similar conduct.
6. Dishonesty or a dishonest action, including making a false report of wrongdoing or harassment.
7. Falsifying any Consortium record, including but not limited to signing or altering other employees' time records, one's own time records, or having one's time records signed or altered by another, without authorization.
8. Providing false information, making a misrepresentation, or withholding pertinent information in the employment application process.
9. Committing acts in violation of the Consortium's non-discrimination, anti-harassment, and non-retaliation policies.
10. Failing to comply with the Consortium's "Drug-Free/Alcohol-Free Workplace" Policy by, among other things, reporting to work under the influence of a controlled substance or violating the reporting requirements of the policy.
11. Failing or refusing to perform assigned duties (including required reports, forms, and other documents) and/or to follow a direct order or job instruction from a supervisor.
12. Engaging in unprofessional, disorderly, or disruptive conduct, including but not limited to fighting, threatening violence, engaging in horseplay, engaging in intimidation, shouting, or using profane or other abusive, offensive, or inappropriate language.
13. Inattention to the needs of a program participant or other neglect of duties.
14. Misuse of Consortium funds.

15. Misusing, destroying, damaging, neglecting, or unauthorized use of Consortium property or property belonging to another employee.
16. Operating a Consortium vehicle or a personal vehicle when used for work purposes recklessly or without a valid, applicable operator's license.
17. Failing to maintain a safe, clean, and orderly environment or violating any rules relating to the maintenance of a safe, clean, and orderly environment.
18. Withholding information that threatens the safety and security of the Consortium, its participants, operations, and employees.
19. Failing to report any damage to Consortium property or any accidents or injuries in a timely manner.
20. Obligating the Consortium for any expense, service, or performance without prior authorization.
21. Making false or malicious statements about any program participant, employee, supervisor, Policy Council or Joint Board Member, or the Consortium and its operations.
22. Discourteous treatment of any program participant, employee, supervisor, or Policy Council or Joint Board Member.
23. Failing to comply with the "Attendance and Tardiness" Policy by, among other things, accruing an excessive number of absences or late arrivals, accruing an excessive number of unplanned absences (i.e., absences in which the employee does not notify the Consortium of his or her absence until the morning of the day the absence is taken), or failing to comply with the procedures for properly notifying the Consortium of tardiness or absence.
24. Failing to observe the terms and conditions of all software agreements and licenses to which the Consortium may be party.
25. Failure to obtain, maintain, provide proof of, and/or report the loss of any required licensure, certification, registration, or other qualification.
26. Unauthorized use of the Consortium's telephone or personal cell phone (or other electronic device) for non-business purposes.
27. Working unauthorized overtime.
28. Unauthorized non-work activities during working hours or any time which interferes with the work of others.

29. Failing to properly and completely sign in and out.
30. Posting, altering, or removing any material from bulletin boards without permission.
31. Failing to comply with any of the Consortium's policies and procedures as set out in the Employee Handbook or in any supplemental memoranda or guidance, including the policies described herein.
32. Failure of a supervisor to enforce the Consortium's policies and procedures as set out in the Employee Handbook or in any supplemental memoranda or guidance.
33. Failure to comply with program eligibility determination regulations by enrolling pregnant women and children who are not eligible to receive Early Head Start or Head Start services.

While Consortium employees are expected to perform their responsibilities competently and effectively, to follow established policies, procedures, and rules, and to act in a professional manner at all times, there may be occasions in which employees perform at an unsatisfactory level, violate a policy, or behave inappropriately. On these occasions, employees will be disciplined and the nature of discipline imposed will depend on the severity of the violation and the prior record of the employee's performance, behavior problems, or safety violations. As noted above, while the Consortium endeavors to provide employees with reasonable opportunities to correct deficiencies, employment may be terminated at any time with or without cause and without following any system of discipline or warning.

The Consortium may choose to utilize certain forms of discipline that are less severe than termination in certain cases. Examples of such less severe forms of discipline include the following:

- Verbal Warning
- Written Warning
- Final Written Warning
- Suspension with or Without Pay

Because circumstances vary in each case, each situation will be handled on an individual basis with the severity and frequency of the conduct taken into consideration.

Employees may be placed on an investigatory leave to allow the Consortium time to review fully the circumstances related to a potential disciplinary matter. Investigatory leave is not disciplinary and will not be reflected in your performance review or in your personnel file.

Whenever a disciplinary action is documented, you will be asked to acknowledge that you have been given a copy of the document by signing the original. Your signature will not signify your agreement with the contents of the document.

The Consortium Board shall be responsible for handling the termination of the Executive Director, the Human Resources Manager, and all Directors. The Executive Director shall be responsible for handling the termination of all other Consortium employees.

*Adopted May 18, 2005*

*Revised July 19, 2006*

*Revised September 20, 2006*

*Revised January 2010*

*Revised July 2012*

*Revised July 2015*

*Revised September 2016*

*Revised June 2017*

*Revised May 2020*

Upon your resignation or termination of employment, you must return all Consortium property in your possession, including but not limited to: office keys, Consortium-owned or leased vehicles, this Handbook, Consortium telephone directories, Consortium documents or files, computers, cell phones, printers, office supplies, and contact lists. If you have any questions as to whether an item is Consortium property, you should ask your immediate supervisor or the Executive Director.

If you choose to resign from your employment, you are expected to give your supervisor a minimum of two weeks' notice. Any employee who does not provide two weeks' notice and has perfect attendance during the last two weeks of employment will forfeit his or her right to any accrued PTO Day pay which otherwise would have been paid upon termination of employment. PTO may not be used during the last two (2) weeks of employment.

An employee who chooses to resign must submit a written notice of resignation to the Business Manager and Executive Director. Once a notice of resignation has been submitted, it may not be rescinded.

The Consortium Board shall be responsible for handling the termination of the Executive Director, the Business Manager, and all Directors. The Executive Director shall be responsible for handling the termination of all other Consortium employees.

*Adopted May 18, 2005*  
*Revised October 2010*  
*Revised July 2013*  
*Revised June 2017*  
*Revised May 2020*

The Hatch Act limits certain political activities of employees of programs that receive federal funding, including Head Start programs. Violations of the Hatch Act may result in disciplinary action, up to and including termination of employment.

The term “political activity” means doing something in active support of or opposition to a political party, a candidate for partisan political office (e.g., President, senator, representative, state or local legislature or office), or a partisan political group (e.g., “Historians for Smith”). Examples of political activity that would violate the Hatch Act if done while on duty or using Head Start or other government property include: circulating a candidate's nominating petition within your office; using a Head Start or other government computer after work to produce a brochure in support of a candidate's campaign; sending e-mail invitations to campaign events to friends within the agency; and using National Archives' Internet connections to forward e-mail messages received from a partisan campaign or someone supporting a partisan candidate. Permissible political activity under the Hatch Act would include voting for the candidates of your choice; expressing opinions about candidates and issues; assisting in voter registration drives.

The following summary of the Hatch Act’s provisions provides further guidance, though we encourage you to bring any questions or concerns that you have concerning the application of the Hatch Act to the Executive Director.

- **Summary of Hatch Act Provisions**

<b>As a Head Start employee you MAY:</b>	<b>As a Head Start employee you may NOT:</b>
<ul style="list-style-type: none"> <li>• Vote as you choose</li> <li>• Register as a member of a political party</li> <li>• Join and be an active member of a political party or club</li> <li>• Express opinions about candidates and issues</li> <li>• Attend and be active at political rallies, conventions, and meetings</li> <li>• Contribute money to political candidates and organizations</li> <li>• Attend political fund raising functions</li> <li>• Give a speech at a fund raiser so long as the speech does not include an appeal for</li> </ul>	<ul style="list-style-type: none"> <li>• Engage in political activity while on duty</li> <li>• Engage in political activity while wearing clothing or any other symbol identifying you as a Head Start employee</li> <li>• Engage in political activity while using a Head Start or other government vehicle</li> <li>• Engage in political activity in any Head Start or other government office or building</li> <li>• Engage in political activity while using</li> </ul>

<b>As a Head Start employee you MAY:</b>	<b>As a Head Start employee you may NOT:</b>
<p>political contributions</p> <ul style="list-style-type: none"> <li>• Hold office in political clubs or parties so long as the duties do not involve personal solicitation, acceptance, or receipt of political contributions</li> <li>• Campaign for or against candidates in partisan elections</li> <li>• Campaign for or against referendum questions, ballot initiatives, constitutional amendments, and municipal ordinances</li> <li>• Sign nominating petitions, make nominations, or place a name in a nomination at a nominating caucus</li> <li>• Assist in voter registration drives, including serving in a polling place</li> <li>• Serve as a delegate, alternate, or proxy to a state or national party convention</li> <li>• Distribute campaign literature in partisan elections</li> <li>• Run as a candidate for public office in nonpartisan elections</li> <li>• Manage or otherwise work on a partisan political campaign of a candidate for public office, except for activities involving the direct solicitation, acceptance, or receipt of funds</li> <li>• Serve as poll watcher, election judge, clerk or similar official</li> <li>• Drive voters to polling places for a partisan political candidate</li> </ul>	<p>Head Start or other government property, including computers, printers, copiers, fax machines, and telephones</p> <ul style="list-style-type: none"> <li>• Wear political buttons or clothing while on duty</li> <li>• Display items (e.g., posters, signs, stickers) at work that indicate support of or opposition to a political party or a candidate in a partisan election</li> <li>• Run as a candidate for public office in any partisan election</li> <li>• Solicit, accept, or receive political contributions</li> <li>• Solicit, accept, or receive political contributions from a subordinate employee</li> <li>• Allow your official title to be used in connection with fund raising activities</li> <li>• Host a fund raiser at your home</li> <li>• Use your official authority or influence to interfere with an election</li> <li>• Knowingly solicit or discourage the political activity of any person who has business before Head Start</li> </ul>

*Adopted July 19, 2006*

The Consortium understands that social media can be a fun and rewarding way to share your life and opinions with family, friends, and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

### **GUIDELINES**

In the rapidly expanding world of electronic communication, *social media* can mean many things. *Social media* includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether or not associated or affiliated with the Consortium, as well as any other form of electronic communication. The intent of this policy is not to infringe any staff member's legal rights such as the freedom of expression, religion and association. For example, this policy does not prohibit an employee from posting content outside the scope of their employment and on a matter of public concern. To the extent any portion of this policy would violate a legal right, that provision shall not be enforced.

Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Carefully read these guidelines and ensure your postings are consistent with these policies.

### **Guidelines for All Consortium Community Members (Board Members, Policy Council Members, Employees and Consultants)**

#### **Be Respectful**

Your online behavior should reflect the same standards of honesty, respect and consideration you use face-to-face. Always be fair and courteous. Also, keep in mind that you are more likely to resolve complaints by utilizing the complaint mechanisms the Consortium has established than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, disparaging, defamatory, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or Consortium policy.

## **Be Honest and Accurate**

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered.

Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post information or rumors that you know to be false.

## **Post Only Appropriate Content**

Maintain the confidentiality of all information that you learn in the course of your work for the Consortium about students and their families. Do not share photographs, images, or other confidential information of students in any way without prior express permission from the Executive Director.

Maintain the confidentiality of the Consortium's confidential information. Do not share any reports, policies, procedures or other records of the Consortium.

Respect all copyright and other intellectual property laws. For the Consortium's protection, as well as your own, it is critical that you show proper respect for the laws governing fair use of intellectual property. This applies to intellectual property owned by the Consortium, as well as intellectual property owned by others.

Do not create a link from your blog, website or other social networking site to the Consortium's website.

Express only your personal opinions. Never represent yourself as a spokesperson for the Consortium. If the Consortium is a subject of the content you are creating, be clear and open about your relationship with the Consortium (e.g., your status as an employee or Policy Council member) and make it clear that your views do not represent those of the Consortium. If you do publish a blog or post online related to the work you do or any subjects associated with the Consortium, make it clear that you are not speaking on behalf of the Consortium. It is best to include a disclaimer such as, "The postings on this site are my own and do not necessarily reflect the views of the Elkhart & St. Joseph Counties Head Start Consortium."

## **Guidelines for Employees**

Employees are expected to conduct themselves responsibly online, being mindful that staff are role models to the children served by the Consortium and are in a special position of trust. The same principles and guidelines found in the Consortium's policies apply to your activities online. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow employees, or otherwise adversely affects the Consortium's legitimate interests may result in disciplinary action up to and including termination. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject employees to disciplinary action up to and including termination.

Employees should use extreme care when posting information online that identifies themselves as employees of the Consortium, being mindful of the lack of control one has over online information while striving to ensure that no posted information reflects adversely on the Consortium and the members of the Consortium's community.

### **Using Social Media at Work**

Employees are not to use their personal equipment such as cell phones during work time unless management has authorized use of those personal devices for business use. Accordingly, employees are to refrain from using social media while on work time or on equipment provided by the Consortium, unless such use is work-related as authorized by management.

Do not use the Consortium's email addresses to register on social networks, blogs or other online tools utilized for personal use.

### **Retaliation is Prohibited**

The Consortium prohibits retaliation against an individual for reporting a possible violation of this policy or for cooperating in an investigation. An employee who retaliates against another employee for engaging in such conduct will be subject to disciplinary action, up to and including termination.

This policy is not intended to prevent employees from engaging in discussions regarding their wages, hours, or working conditions with any other employee or engaging in protected concerted activity. Employees will not be disciplined or retaliated against for such discussions.

### **Social Media and Electronic Communications with Families**

Employees are discouraged from "friending" current parents (unless the parent is already a "friend") and using social media to communicate with parents as it blurs the line between the personal and professional life. Rather, employees are encouraged to use the Child Plus application for communications with parents.

### **For More Information**

If you have questions or need further guidance, please contact the Business Manager at the Grantee Office of the Head Start Consortium.

*Revised May 2020*

## ACKNOWLEDGMENT

I have read and understand the personnel policies articulated in this Employee Handbook. I understand that if I have any questions as to the application of any policy in this Handbook, I am to direct my inquiries to the Business Manager or Executive Director.

I understand the Consortium has the right to establish, amend, or abolish any policy at any time at the Consortium's discretion, with the approval of the governing bodies. I further understand that this Employee Handbook and the policies contained therein do not in any way constitute, and should not be construed as, a contract of employment between the Consortium and myself, a promise of continued employment, or a promise that any of these policies and procedures will always be followed by the Consortium in every instance. I also understand that this Handbook supplants any previous Employee Handbooks or policy manuals distributed by the Consortium, and that any prior policy or handbook which predates this Employee Handbook is null and void.

I understand that I have the right to leave the Consortium's employ at any time, for any reason or no reason at all, with or without cause (although I may forgo my right to accrued PTO Days if I do not provide appropriate notice as defined in this Handbook). Likewise, I understand that the Consortium has the right to terminate my employment at any time for any reason or no reason at all, with or without cause.

By signing this Acknowledgement, I acknowledge that I have received a copy of the Position Description / Performance Appraisal for my position.

By signing this Acknowledgement, I acknowledge that I have read and understand the Head Start Performance Standards, and understand that a violation of the Head Start Performance Standards, as outlined in Policy 5.1, will result in disciplinary action up to and including termination of employment. In addition, by signing this Acknowledgement, I understand that no child may be left alone or unsupervised at any time while under my care.

By signing this Acknowledgement, I also agree that I will not solicit or accept personal gratuities, favors, or anything of significant monetary value from contractors or potential contractors for Head Start. (See 45 C.F.R. § 1304.52(h)(2)).

**Finally, I acknowledge that I have read this "Acknowledgement" before placing my signature below.**

Employee Signature: \_\_\_\_\_

Employee Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

This Acknowledgment will be kept in your personnel file.

## ACKNOWLEDGMENT OF PERFORMANCE STANDARDS

As a recipient of federal Head Start funds, the Consortium must at all times comply with federal Head Start performance standards. All Consortium employees, consultants, contractors, and volunteers are responsible for complying with the Head Start performance standards, including but not limited to the following:

- All staff, consultants, contractors, and volunteers will implement positive strategies to support children’s well-being and prevent and address challenging behavior;
- All staff, consultants, contractors, and volunteers will not maltreat or endanger the health or safety of children, including, at a minimum, these individuals must not: (A) use corporal punishment; (B) use isolation to discipline a child; (C) bind or tie a child to restrict movement or tape a child’s mouth shut; (D) use or withhold food as a punishment or reward; (E) use toilet learning/training methods that punish, demean, or humiliate a child; (F) use any form of emotional abuse, including public or private humiliation, rejecting, terrorizing, extended ignoring, or corrupting a child (for definitions of these terms and examples see Six Types of Emotional Abuse Recognized by Office of Head Start at the end of the Handbook); (G) physically abuse a child; (H) use any form of verbal abuse, including profane, sarcastic language, threats, or derogatory remarks about the child or child’s family; or (I) use physical activity or outdoor time as a punishment or reward.
- All staff, consultants, contractors, and volunteers will respect and promote the unique identity of each child and family and will not stereotype on any basis, including gender, race, ethnicity, culture, religion, disability, sexual orientation, or family composition.
- All staff, consultants, contractors, and volunteers will comply with program confidentiality policies concerning personally identifiable information about children, families, and other staff members in accordance with Policy 3.17.
- No child may be left alone or unsupervised by staff, consultants, contractors, or volunteers while under their care.

**I acknowledge that I have read this “5.1 Head Start Performance Standards” before placing my signature below.**

Employee Signature: \_\_\_\_\_

Employee Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

This 5.1 Head Start Performance Standards will be kept in your personnel file.

## EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

### Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

### Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness\*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.\*

**\*The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".**

### Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

### Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months\*, and if at least 50 employees are employed by the employer within 75 miles.

**\*Special hours of service eligibility requirements apply to airline flight crew employees.**

### Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and

a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

### Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

### Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

### Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

### Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

### Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

### Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

**FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.**



For additional information:  
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627  
[WWW.WAGEHOUR.DOL.GOV](http://WWW.WAGEHOUR.DOL.GOV)

U.S. Department of Labor | Wage and Hour Division



WHD Publication 1420 - Revised February 2013

**Head Start Consortium  
Employee Complaint Form**

Employee: \_\_\_\_\_

Work Location: \_\_\_\_\_ Date complaint form completed: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

What is the complaint? (specific description of dispute, disagreement, or complaint, including, but not limited to names of involved parties, specific location of event(s), duration of event(s), outcome, reason for dissatisfaction)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date action took place: \_\_\_\_\_ Time: \_\_\_\_\_ Location: \_\_\_\_\_

Specific policy alleged to have been violated: \_\_\_\_\_

Witnesses to Alleged Violation:	<u>Name</u>	<u>Position/Relationship</u>
	_____	_____
	_____	_____
	_____	_____

Suggested course of resolution for this situation: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employee: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

Complaint Submitted to: \_\_\_\_\_ Date Received: \_\_\_\_\_  
Signature

Signature of Employee Indicating: \_\_\_\_\_ Date: \_\_\_\_\_  
Resolution of Complaint Signature

## SIX TYPES OF EMOTIONAL ABUSE RECOGNIZED BY OFFICE OF HEAD START

As impact in the classroom and transportation

The topics indicated below are taken from the Code of Conduct in the  
Head Start Performance Standards

### **Rejecting:**

- Constant criticism.
- Name-calling.
- Telling child mean things like “you’re ugly”.
- Demeaning jokes.
- Verbal humiliation.
- Excluding child from activities.
- Not allowing children to make reasonable choices.
- Constant teasing or embarrassing about child’s body type or weight.

### **Isolating:**

- Leaving a child in the room unattended.
- Leaving the child in the room but making them go to time-out, stand in the corner, etc.
- Not allowing a child to interact with friends.
- Preventing children from participating in social experiences in the classroom.

### **Ignoring:**

- Not responding to an infant’s spontaneous social behaviors.
- Not accepting the child as part of the classroom.
- Not responding to a child’s needs.
- Failure to engage the child into the day to day activities of the classroom.
- Not paying attention to the child’s interest, events, or activities by engaging with the child.

### **Corrupting:**

- Rewarding the child for bullying and harassing others.
- Teaching racism and ethnic biases.
- Teaching/rewarding/encouraging lying and stealing.

### **Terrorizing:**

- Infants and young children excessive teasing.
- Yelling and scaring.
- Unpredictable and extreme responses to child’s behavior.
- Extreme verbal threats and threatening to leave or abandon child.
- Threatening to destroy a favorite object.
- Inconsistent demands of a child.

### **Exploiting:**

- Infants expected NOT to cry.
- Anger toward child when they fail to meet a developmental stage.

**Darlene Barrier (2019) – Child Abuse Lecturer and Speaker, definitions from MSN.com.**

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