

# **DMSEC Certified Guide**

**2020-2021**

**Daviess-Martin Special Education Cooperative  
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## Special Education Procedures

Special education is specially designed instruction to meet the unique needs of a student who has been determined eligible for special education services. Related services are services, such as physical therapy, counseling, or transportation, that are designed to supplement the student's instructional program and are necessary for the student to benefit from special education.

Indiana's special education rules, Article 7, is based on the federal Individuals with Disabilities Education Act (IDEA). It is made up of rules describing how special education and related services are to be determined and provided by Indiana's public schools. Indiana's Article 7 eligibility categories include:

- Autism Spectrum Disorder
- Communication disorder
- Blind and Low Vision
- Deaf and Blind
- Multiple Disabilities
- Orthopedic Impairment
- Traumatic Brain Injury
- Emotional Disability
- Specific Learning Disability
- Language Speech Impairment
- Other Health Impairment
- Developmental Delay (early Childhood)
- Cognitive Disability (Mild, Moderate, or Severe)

Article 7 requires that each student with a disability between the ages of 3 and 22, enrolled in a public school, be provided with a free appropriate public education – sometimes called FAPE.

**FAPE** means special education and related services that are provided at no cost to the parent; meet state standards and comply with Article 7; include early childhood, elementary, and secondary education; are provided in accordance with an *individualized education program (IEP)*; and are provided in such a way that a student with a disability has an equal opportunity to participate in activities and services that are available to all other students.

Special education and related services must be provided in the least restrictive environment, sometimes referred to as the **LRE**. LRE means that a student with a disability is educated with students without disabilities to the maximum extent appropriate for that student.

Unless the *case conference committee (CCC)* determines otherwise, a student with a disability should attend the school he or she would attend if not disabled. A student with a disability should also be in classes and school buildings with his or her same age peers unless the CCC decides the student should be somewhere else. The CCC discussion of the least restrictive environment for the student

begins by considering the provision of services in the general education setting in the student's home school. Consideration for more restrictive environments occurs only as less restrictive placement options are determined inappropriate.

The school must also provide a student with a disability an equal opportunity to participate with non-disabled students in nonacademic and extracurricular activities. This includes things such as:

- Vocational education
- Art
- Music
- Industrial arts
- Home economics
- Field trips
- Meal periods
- Recess
- Athletics
- Clubs
- Employment assistance
- Graduation ceremonies

The student may participate in any programs and activities available to non-disabled students unless the CCC determines otherwise. Reasons for a student not participating with non-disabled peers must be included in the *individual education program (IEP)*.

Students with disabilities may require *instructional and assessment accommodations*. An accommodation is different from a modification.

Generally, accommodations "level the playing field" for students with disabilities. *Accommodations* do not change what is being taught or tested, but accommodate the individual's special needs. For example, a student might be allowed to take more time to finish a spelling test. *Modifications* actually change what is being taught or tested. For example, a student's spelling list might be modified to include only 10 words rather than 20 words, or a student might be given 2 choices instead of 4 on a multiple choice test.

## **Confidentiality**

The Family Educational Rights and Privacy Act (**FERPA**) (20 U.S.C. 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records. FERPA gives parents certain rights with respect to their children's educational records. These rights transfer to the student when he or she reaches the age of 18 or attends a school beyond the high school level.

Generally, schools must have written permission from the parent or eligible student in order to release any information from a student's education record. However, FERPA allows schools to disclose

those records, without consent, to the following parties or under the following conditions (34 CFR 99.31):

We would typically expect a paraprofessional to NOT share student information with anyone outside of the school setting. Communication with parents, other schools, etc. should typically be done by the Teacher Of Record or the Office Staff. If you ever have a question about sharing information, please call the Coop Office to ask.

- School officials with legitimate educational interest;
- Other schools to which a student is transferring;
- Specified officials for audit or evaluation purposes;
- Appropriate parties in connection with financial aid to a student;
- Organizations conducting certain studies for or on behalf of the school;
- Accrediting organizations;
- To comply with a judicial order or lawfully issued subpoena;
- Appropriate officials in cases of health and safety emergencies; and
- State and local authorities, within a juvenile justice system pursuant to specific State law.

### **General Expectations and Understandings**

Certified employees employed by the Daviess-Martin Special Education Cooperative provide services for eligible students in Barr Reeve, Loogootee, North Daviess and Washington Community Schools. Based on program and individual student needs teachers may be assigned to one or more of the aforementioned school districts.

All full-time status certified employees are expected to perform seven (7) hours of duty each scheduled student attendance day. In addition to the seven (7) duty hours all full-time status teachers are entitled to one-half (1/2) hour daily duty free non-paid meal break. Teachers may be asked to extend their day for things such as open house, conferences and training.

Certified full-time status employees are paid for one-hundred and eighty (184) days of employment. These days may include student attendance days, in-service training days, and parent teacher conference days, etc. **All teachers will be required to attend CPI training every year during the summer.** This counts as 1 of the 184 contracted days of work.

### **Leaves of Absence (Full-time status)**

*Personal Leave:* The Board shall grant each certificated teacher four (4) personal leave days per school year with unused days accumulating as sick leave days. Such days may be taken in one half (1/2) day units. All teachers must complete proper paperwork (located on the website) prior to leave for approval by the Principal and Director.

*Sick Leave:* The Board shall grant each certificated teacher fourteen (14) sick leave days per year and such unused days shall accumulate to a total of one hundred eighty (180) days. Such days may be taken in one-half ( $\frac{1}{2}$ ) day units and may be used for the teacher's personal medical and dental appointments. Up to fifteen (15) such days may be used for illness of the teacher's spouse, child, grandchild, parent or parent-in-law (includes step-parents). A physician's statement may be required for absences of more than five consecutive school days. Sick leave must be reported to the cooperative office on cooperative approved form within two work days of the date the employee returned to work.

*Bereavement Leave:* Bereavement leave is defined as that which is taken upon the death of the teacher's wife, husband, mother, father, step-parents, brother, sister, child, grandparent, grandchild, mother in law, father in law, son in law, daughter in law, brother in law, sister in law, stepparent, stepchild, or other family member domiciled in the same home.

Bereavement leave is granted for five (5) consecutive school days following the death, or for four (4) consecutive school days following the death, with the fifth (5<sup>th</sup>) day available for subsequent use to attend to the estate or other business arising out of the death.

For the death of a relative no farther removed than first cousin, one (1) day's leave is allowed.

It is agreed by the parties hereto that school vacation days and/or school holidays occurring during the period of the granted funeral leave days shall count as "school days".

*Maternity Leave:*

1. A teacher who is pregnant shall be granted a leave of absence and may continue in active employment as late into pregnancy as she wishes, if she can fulfill the requirements of her position. All or part of a leave taken by a teacher because of a temporary disability caused by pregnancy may be charged, at her discretion, to her available sick days. However, the teacher is not entitled to take accumulated sick leave days when the teacher's physician certifies that the teacher is capable of performing the teacher's regular teaching duties. The teacher is entitled to complete the remaining leave without pay.

2. During leave the teacher may maintain coverage in any group insurance program by paying the total premium including the Cooperative's share, if any, attributable to the leave period.
3. During leave extending into a part of a school year, a teacher shall accumulate sick leave in accordance with the provisions of the master contract in effect in this Cooperative in the same proportion which the number of days the teacher is paid during such year of work or leave bears to the total number of days for which teachers are paid in the Cooperative.  
Except in the case of medical emergency, leave of absence should be requested at least thirty (30) days prior to the start date of leave.

*Professional leave:* Certified must seek written approval for professional days from their Principal and Director two weeks prior to the date of the leave. Any overnight leaves must be approved by the board. These requests should be turned in prior to board meetings. Teachers are encouraged to travel together and to share a room to minimize expenses so that more people can attend conferences.

The Cooperative will reimburse only expenses listed above and only expenses that have been approved. No expenses will be reimbursed unless approved in advance. Itemized receipts are required for registration, lodging, and meals. Reimbursement will not be made until receipts are received by the Cooperative. The leave form is located at [www.DMSEC.org](http://www.DMSEC.org)

### **General Handbook Guideline**

DMSEC provides a workers' compensation program at no cost to employees. This program covers any injury or illness sustained in the course of employment.

### **Report injuries promptly**

Any employee who sustains a work-related injury or illness should inform the company's workers' compensation claims coordinator (Nettie) or his or her principal immediately, within 48 hours of injury.

The principal should immediately inform the DMSEC workers' compensation claims coordinator of the injury or illness so the coordinator can complete a First Report of Injury and submit it to the company's insurer.

The workers' compensation claims coordinator will help the employee and the employee's supervisor arrange for appropriate medical treatment.

Neither the employer nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social or athletic activity arranged by the employer.

## **Return-to-work program**

It is the policy of the DMSEC to support the practice of bringing injured employees back to work, as soon as they are medically able.

## **Zero tolerance for fraud**

Workers' compensation fraud is a punishable crime. Our organization and our insurer have a "zero tolerance" view for fraud. Offenders will be prosecuted. If you think you see fraud happening, tell a supervisor or manager right away, or call our insurer, SFM, at (800) 937-1181. Your tip will be investigated and kept strictly confidential.

***\*\*\* Effective July 1, 2011 all payroll checks will be direct deposit. Please make sure that you have the appropriate paperwork turned into the payroll department.***

## **Lending Of Corporation-Owned Equipment**

The Daviess-Martin Special Education Cooperative Board believes that Co-op-owned equipment is a valuable resource which may be loaned for community use under certain conditions only, provided that such use does not infringe on the original and necessary purpose of the equipment or interfere with the educational program of the Co-op.

The Board may lend specific items of equipment on the written request of the user and approval granted by the Director and only when such equipment is unobtainable elsewhere.

The user of Co-op -owned equipment shall be fully liable for any damages or loss occurring to the equipment during the period of its use, and shall be responsible for its safe return.

Co-op equipment may be removed from school property by staff members only when such equipment is necessary to accomplish tasks arising from their school or job responsibilities.

Staff members using Co-op owned equipment shall be liable for any damages or loss to the equipment.

Removal of Co-op-owned equipment by staff from school property for personal use is prohibited.