

ROSSVILLE CONSOLIDATED SCHOOL DISTRICT

2025

HANDBOOK FOR CLASSIFIED STAFF

<h3>Occupational Therapist</h3>
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BOARD APPROVAL DATE

January 7, 2025

EFFECTIVE DATE

January 7, 2025

The school corporation shall be an equal opportunity employer and shall not discriminate in its employment practices and policies with respect to compensation, terms, conditions, or privileges of employment because of an individual's race, color, religion, sex, age, national origin, genetic information, marital status, disability, pregnancy, childbirth, or related medical conditions.

1. FINANCIAL COMPENSATION:

1.1. General Philosophy:

Staff members employed within the District are qualified when hired for a particular position. Once hired, the employee is expected to grow professionally within the duty assignment. In addition, employees are expected to be proficient in their responsibilities and provide leadership to others. The Board of Education shall establish the pay rate for classified employees.

1.2. Pay Rate:

Job Classification	Schedule of Hours	Maximum Work Hours Per Week	Pay Rate Per Hour
Occupational Therapist	The Occupational Therapist shall provide services (treatments, consultations, evaluations, report writing, case conferences, goal development, progress monitoring, etc.) for children in the school corporation in compliance with the IEPs of students the Cooperative has referred. The Clinton County Cooperative Executive Director shall determine the number of hours per week with the approval of the Superintendent.	25 hours maximum per week	54.00

1.3 Pay Schedule

Therapists will be paid bi-weekly for the period of time worked as reported through time cards.

2. DUTIES:

- 2.1. The Therapists shall provide the Cooperative with written reports and recommendations as required and when requested.
- 2.2. The Therapists shall instruct teachers and classroom assistants on implementing treatment programs in compliance with the students' IEPs.
- 2.3. The Therapists shall coordinate the provision of such services (i.e., times and dates) with the Cooperative.
- 2.4. The Therapists shall be responsible for carrying private liability and medical malpractice insurance and agree to maintain said coverage during the entire term of this agreement. The Therapist will provide proof of such coverage to the Cooperative if requested and agrees to notify the Cooperative should said insurance lapse or otherwise cease to exist.

- 2.5. The Therapists shall be responsible for completing Medicaid billing through the vendor selected by the Cooperative.

3. WORKDAY:

The workday shall be prescribed by the Clinton County Joint Services Cooperative Executive Director with the Superintendent's approval.

4. SEXUAL HARASSMENT POLICY (3003):

4.1 THE POLICY

- 4.1.1. It is the policy of the Rossville Consolidated School District to maintain a learning and working environment that is free from sexual harassment.
- 4.1.2. It shall be a violation of this policy for any employee of the Rossville Consolidated School District to harass another employee or student through conduct or communications of a sexual nature as defined in Section 4.2. It shall also be a violation of this policy for students to harass other students or employees through conduct or communication of a sexual nature, as defined in Section 4.2. The use of the term “employee” also includes non-employees and volunteers who work subject to the control of school authorities.

4.2 DEFINITIONS OF HARASSMENT

4.2.1. Types of Sexual Harassment

- 4.2.1.1. Sexual harassment shall consist of unwelcome sexual advances, requests for sexual favors, and other inappropriate verbal or physical conduct of a sexual nature when:
 - A. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment or education;
 - B. Submission to or rejection of such conduct by an individual is used as a basis for academic or employment decisions affecting that individual;
 - C. Such conduct has the purpose or effect of substantially interfering with an individual’s academic or professional performance or creating an intimidating, hostile, or offensive employment or educational environment;

- D. Denial of an employment or educational opportunity occurs directly because an employee or a student submits to unwelcome requests for sexual favors made by a supervisor or teacher which results favorably for that particular employee or student; or e. Such conduct is engaged in by volunteers and/or non-employees over which the school corporation has some degree of control of their behavior while on school property.

4.2.2. Unwelcome Conduct of a Sexual Nature

- 4.2.2.1. Conduct of a sexual nature may include verbal or physical sexual advances and/or comments regarding physical or personality characteristics of a sexual nature.

- A. Verbal or physical conduct of a sexual nature constitutes sexual harassment when the allegedly harassed person has indicated, by his or her conduct or verbal objection, that it is unwelcome. Sexual harassment from an employee toward a student shall always be deemed to be unwelcome.
- B. A person who has initially welcomed such conduct by active participation must give specific notice to the alleged harasser that such conduct is no longer welcome in order for any such subsequent conduct to be deemed unwelcome.

4.2.3. Examples of Sexual Harassment

- 4.2.3.1. Sexual harassment, as set forth in Section 4.2., may include but is not limited to the following:
 - A. Verbal harassment or abuse.
 - B. Repeated remarks to a person with sexual or demeaning implications.
 - C. Unwelcome touching.
 - D. Pressure for sexual activity.
 - E. Suggesting or demanding sexual involvement accompanied by implied or explicit threats concerning one's grades, job, promotion, and/or salary.

4.2.4 Specific Prohibitions (examples)

4.2.3.2. Administrators and Supervisors

- A. It is sexual harassment for an administrator or supervisor to use his or her authority to solicit sexual favors or attention from subordinates when the subordinate's acquiescence will result in preferential treatment.
- B. Administrators and supervisors who either engage in sexual harassment or tolerate such conduct by other employees shall be subject to disciplinary actions, as described below.

4.2.3.3. Non-administrative and Non-supervisory Employees

- A. It is sexual harassment for a non-administrative and nonsupervisory employee to subject another such employee to any unwelcome conduct of a sexual nature. Employees who engage in such conduct shall be subject to disciplinary actions as described below.

4.3. COMPLAINT PROCEDURES

3.3.1. Any person who alleges sexual harassment by any employee or student in the school corporation may use the complaint procedure explained below in Section 4.3.3. or may complain directly to his or her immediate supervisor, building principal, or the Title IX complaint designee of the school corporation. Filing of a complaint or otherwise reporting sexual harassment will not reflect upon the individual's status nor will it affect future employment, grades, or work assignments, except as provided in Section 4.5.

4.3.2. The right of confidentiality, both the complainant and of the accused, will be respected consistent with the school corporation's legal obligations and the necessity to investigate allegations of misconduct and to take corrective actions when this conduct has occurred.

4.3.3. Reporting Sexual Harassment

All reports of sexual harassment shall be handled in the following manner:

- 4.3.3.1. Reports must be in writing on forms supplied by the Corporation (if a verbal complaint is made, the school official should file a written report);
- 4.3.3.2. Reports must name the person(s) charged with sexual harassment and state the facts;

- 4.3.3.3. Reports must be presented to the building principal where the alleged conduct took place. The building principal shall inform the superintendent, or his/her designee, of all filed reports;
- 4.3.3.4. The building principal who receives a report shall thoroughly investigate the alleged sexual harassment;
- 4.3.3.5. The report and the results of the investigation will be presented to the superintendent. The superintendent shall review the report and make a recommendation to the Board of School Education of any action the superintendent deems appropriate.
- 4.3.3.6. The Board of Education may consider the report and the superintendent's recommendation in the executive session. The Board may take any action it deems appropriate. The alleged victim's name will not be released to the public unless required by law.
- 4.3.3.7. If the alleged conduct involves employees not under the direct supervision of a principal, then the report shall be made to the superintendent or his/her designee.
- 4.3.3.8. If the alleged conduct involves a principal, then the report shall be made to the superintendent or his/her designee. If the alleged conduct involves the superintendent, then the report shall be made to the president of the Board of Education.

4.4. SANCTIONS FOR MISCONDUCT

- 4.4.1 A substantiated charge of sexual harassment against an employee in the school corporation shall subject such employee to disciplinary action including but not limited to reassignment, suspension, or discharge.
- 4.4.2. A substantiated charge of sexual harassment against a student in the school corporation shall subject that student to disciplinary action including suspension and/or expulsion consistent with the Student Discipline Policy.

4.5. FALSE REPORTING

Any person who knowingly files false charges against an employee or a student in an attempt to demean, harass, abuse, embarrass or for any other reason, shall be subject to the same disciplinary action as a person who is guilty of sexual harassment.

4.6. NOTIFICATION OF THIS POLICY

Notice of the policy will be circulated to all schools and departments of the Rossville Consolidated School District and be incorporated in each employee and student handbook.

5. **EMPLOYEE CLASSIFICATION:**

All classified employees are classified as At-Will employees. This means that employment is not for a specific duration and that the employee may be discharged at any time, with or without cause, and without the right of a hearing by or appeal to the Board of Education or any other entity. The employee may also terminate their employment upon two weeks' advance notice to their supervisor.