

**NORTH CENTRAL KANSAS  
SPECIAL EDUCATION COOPERATIVE  
(NCKSEC)**

**Interlocal # 636**

**2010-2011  
PARAEDUCATORS HANDBOOK**

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## **BENEFITS AND COMPENSATION**

### **LEAVE AND ABSENCES**

The employee will be granted such leave as approved by application of NCKSEC Policy. Should the employee be required to be absent from work for reasons other than those approved in Board Policy, the employee will indicate such leave on their time sheet and will not be paid for the absences. The employee shall receive approval by the building principal and/or Director when time off for other than approved reasons is requested. All types of paid leave will be converted to hours; conversion based on multiplying the leave benefit days by the paraeducators' daily assigned hours (i.e. 8 days x 6.5 hrs (assigned hrs/day) = 52 hours of sick leave). All types of paid leave will be charged in 15 minute increments. All leave and absences requested and approved will be charged as "paid" leave until said leave category is exhausted.

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### **Bereavement Leave**

Paraeducators will receive 4 days of bereavement leave in the event of death in the immediate family ([exceptions to this limitation may be granted by the Director](#)). The 4 days will be converted to hours by multiplying 4 days by the para's daily assigned hours (i.e. 4 days x 6.5 hrs (assigned hrs/day) = 26 hours of bereavement leave). Leave will be prorated according to start date or prorated if a change in assignment of 50% or greater occurs throughout the school year. Such leave is not accumulative from year to year. Bereavement leave will be with full pay and may be requested using the leave form (yellow).

### **Personal Leave**

Paraeducators will be granted one day of personal leave. The 1 day will be converted to hours by multiplying 1 day by the para's daily assigned hours (i.e. 1 day x 6.5 hrs (assigned hrs/day) = 6.5 hours of personal leave). Leave will be prorated according to start date or prorated if a change in assignment of 50% or greater occurs throughout the school year. Any paraeducator that is employed full time (6.5 hours or more per day) with more than 10 years consecutive experience will receive one additional day of personal leave. A leave form (yellow) needs to be completed and turned into the building principal at least two weeks before the day of requested leave. You should receive the leave request form back a few days before the day of leave, if not call the NCKSEC office. Any additional time-off needed for extenuating circumstances must be approved by your building principal and your time sheet must reflect this absence (you will not be paid for the time off).

### **Sick Leave**

Paraeducators will receive 8 days of sick leave per year, accumulative to 300 hours. The 8 days will be converted to hours by multiplying 8 days by the para's daily assigned hours (i.e. 8 days x 6.5 hrs (assigned hrs/day) = 52 hours of sick leave). Leave will be prorated according to start date or prorated if a change in assignment of 50% or greater occurs throughout the school year. This leave will be recorded on the yellow leave form. Because the NCKSEC provides leave under specific categories, sick leave must be used only for illness of self or immediate family members. Sick leave shall not be used for reasons which best fit under the category of personal leave.

**Professional Leave**

A paraeducator may apply for professional leave for various inservice activities or observatory visitation. This leave must be applied for via the usual leave application process (yellow form) and be approved by the building principal and the Director of Special Education. If approved by the Director, the request form will be returned to the applicant for their personal file. Copies of the form will be kept at the NCKSEC office.

**Family and Medical Leave**

Family and medical leave shall be granted for a period of not more than 12 weeks during a 12 month period. You must have been employed for 1 year before you are eligible for this leave. The 12 month period is defined as a fiscal year beginning July 1 and ending the following June 30<sup>th</sup>. Spouses employed by the district may only take an aggregate of 12 weeks of leave for a birth or placement for adoption of a child, foster child or to care for a child with a serious health condition. A yellow leave form needs to be completed. For more specific information concerning this leave, contact the NCKSEC office.

**Non-scheduled School Dismissal Leave**

Paraeducators will be paid for non-scheduled school dismissal resulting from snow, ice, tornadoes, fire, flood, building maintenance problems, funerals, or school-wide illness outbreaks. If school districts choose to make up any of these days or time, paraeducators will be required to work without pay since they have already been paid for these days or time.

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**Illness Disability Bank**

The purpose of the illness disability bank is to provide some additional sick leave to classified staff in cases where a critical illness or severe injury would impose a devastating hardship on the individual and their family. An illness disability bank shall be established as follows:

Eligibility Requirements

- A. Each person, before using the bank, shall deplete his or her accumulated sick leave and personal leave.
- B. Participating employees shall be limited to maximum days of use during any one school year. 1st year employees are limited to a maximum of 10 days per year; employees with 2 or more years are limited to 30 days per year.
- C. The Board will provide a one time start-up donation of 120 days to the bank. The cap on the bank will be 120 days.
- D. Employees are limited to 60 days of sick leave during their entire employment with NCKSEC.
- E. Employees who wish to participate in the bank must donate one day by September 1st. They need to indicate their participation on the employee’s NCKSEC payroll form.
- F. Only those individuals currently participating in the bank will be eligible to apply for days from the bank. A list of participating members will be maintained by the Clerk of the Board.
- G. The individual must present a written, formal application to NCKSEC. The application may be obtained by contacting the NCKSEC office.

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- H. Medical documentation, signed by a physician, is a requirement and must be submitted (attached) to the application.
- I. Applications will be approved/disapproved by the NCKSEC Director, after input from the building level principal where the classified staff works.
- J. Written notification of the decision will be provided to the applicant.
- K. Each participant that has been awarded days will pay the days back at a rate of two days per year during his/her remaining employment.
- L. The illness Disability Bank can be reevaluated periodically and if needed, adjusted accordingly.

### **JURY DUTY**

A paraeducator called to jury duty [or under subpoena to testify in a civil or criminal matter before a court of law](#) may be paid regular school wages if the employee endorses all jury duty pay, except reimbursement for mileage and subsistence, over to the NCKSEC. Fill out a leave form (yellow sheet) prior to the leave.

### **REIMBURSEMENT/TRAVEL EXPENSE**

A paraeducator may request or be requested to attend state and/or local meetings and conferences.

An employee planning to attend a conference or inservice, other than the NCKSEC Beginning of Year inservice, must submit to the Director an NCKSEC Application for Professional Leave form with all requested information completed. The form should be submitted at least two weeks in advance. The Director of Special Education will give his/her approval or denial of the leave request. If denied by the Director, the request form will be sent back to the applicant with an explanation.

If approved by the Director, the request form will be returned to the applicant for their personal file. Copies of the form will be kept at the NCKSEC office.

Expenses typically provided by the NCKSEC for those attending approved meeting, conferences, etc., are as follows:

- i. Registration cost (excluding memberships)
- ii. Transportation: (1) district provided transportation; or (2) mileage from employee mileage base or actual miles driven, whichever is less, to and from conference. Car pooling required when feasible.
- iii. Motel Accommodations.
- iv. Meals. Expenses incurred up to \$30.00 a day (prorated, if less than full day) will be reimbursed by the NCKSEC, provided receipts are submitted. If the approved leave is a day trip, the reimbursement will be made to the applicant through payroll on regular payroll day. If the approved leave is an overnight trip, the reimbursement will be made through petty cash or purchase order, depending on the amount of reimbursement.

The employee will be responsible for making their own arrangements for registration, travel, and lodging. If completed in a timely manner, such expenses may be arranged for direct billing to the NCKSEC.

All reasonable expenses approved, within the set limits, will be reimbursed upon submission of receipts from the employee.

The employee will be responsible for any late fees or expenses due to late registration or cancellations of workshops, conferences, etc.

## **FRINGE BENEFITS**

The purpose of this plan is to furnish employees with a choice of certain tax-free benefits provided by the NCKSEC in lieu of taxable compensation and to comply with Section 125 and Section 403b of the Internal Revenue Code.

### **FLEXIBLE FRINGE BENEFIT PLAN-125**

- A. Participants shall be entitled to select (by completing the Employee's Selection Form) any one or a combination of benefits as provided. The eligibility requirement is an employee must work a minimum of 17 1/2 hours a week.
- B. Benefits costs can include up to \$2,500 per month salary reduction or a maximum of \$30,000 per year. Benefits cost can not exceed the employee's salary.
- C. Selection of Benefits includes:
- i. Group Health Insurance  
The board will pay a fringe benefit of \$\_\_\_\_\_ per month, solely for the purchase of health insurance, based on 1116 hours being considered full time. Paraeducators assigned less than full time shall have the fringe benefit prorated. The fringe benefit will be prorated according to start date and adjusted in accord with any significant changes in assignment throughout the school year.
  - ii. Salary Protection Insurance
  - iii. Cancer Insurance
  - iv. Dental Insurance
  - v. Group Life Insurance
  - vi. Dependent Care (maximum \$5,000)
  - vii. Medical Reimbursement (maximum \$3,600)
  - viii. Individual Life Insurance
  - ix. Smart Heart Policy
  - x. Accident Policy
  - xi. GAP Plan
- D. If a carrier of any option cancels the coverage, or refuses to provide group coverage, the Board may eliminate such option from the 125 plan.

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**TIME PERIOD**

- A. Classified Staff may elect to participate and select benefits once each plan year. The plan year shall begin September 1 and end August 31.
- B. Benefits selected cannot be changed (except as provided on page 5, period of coverage, part B) until the beginning of the next plan year. For most employees, this will be August, but may vary for employees resigning or being discharged during the school year, or for employees who contracts commence prior to classroom employees, such as school psychologists.
- C. Employees hired after the start of the new school year will have no later than forty (40) days following the first working day for the employee, to elect to participate in the 125 Fringe Benefit Plan.

**Period of Coverage**

- A. The period of coverage during which a benefit is provided is the Plan Year.
- B. A participant may elect to terminate the payroll reduction agreement or change election as to the NCKSEC's contribution or change the benefits elected only if a qualifying event has changed the current family status as defined by the 125 plan.

**Refunds or Returns on Premiums**

- A. Refunds, i.e. returns on unused premiums, shall be returned to the parties in proportion to the share of the cost assumed. This shall not include any refunds on unused policies. All such refunds shall be the property of the NCKSEC. Nothing in this agreement is intended to provide insurance coverage as an item of salary and coverage is intended for those not otherwise covered by similar insurance coverage by the same or other agent.
- B. Should an employee enroll in coverage in which the Board participates in payment, while the employee is covered by similar insurance by the same or another company the full amount of premium paid by the Board will be deducted from the employee's salary.

**FLEXIBLE FRINGE BENEFIT PLAN- 403b**

- A. All NCKSEC employees are eligible to participate in a 403b plan. The 403b plan will comply with the Internal Revenue Code.

**KANSAS PUBLIC EMPLOYEE'S RETIREMENT SYSTEM**

All staff entering school services in Kansas are required to participate in the Kansas Public Employee's Retirement System if they work a total of 630 hours a year.

Members hired prior to July 1, 2009 and new hires after July 1, 2009 who were inactive, vested members returning to work will have 4% of the Employee's salary deducted and submitted to the system. Interest is credited annually based on the balance in your account; the interest rate percentage varies depending on the year of membership.

Members hired after July 1, 2009 first employed in a covered position and who are new to the KPERS system will have 6% of the Employee's salary deducted and submitted to the system. Interest is credited annually based on the balance in your account; the interest rate percentage varies depending on the year of membership.

An employee's contributions may be withdrawn if he/she leaves the Kansas school service.

### **WORKERS COMPENSATION**

Notice of Accidents - employees must notify the NCKSEC clerk of the board within ten (10) days of an accident or the claim may be barred. Additional information about your rights and responsibilities under workers compensation may be obtained from your supervisor or the [NCKSEC](#) office.

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Coverages - benefits are for personal injury from accident or occupational disease arising out of, and in the course of, employment with NCKSEC. Injuries which occur during recreational or social events under circumstances where the employee is under no duty to attend, and where the injury did not result from the performance of tasks related to normal job duties are not covered under workers compensation.

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Any employee who is off work and drawing workers compensation shall be required to provide the clerk of the board with a written doctor's release before the employee is allowed to return to work. In addition, should the employee be released to return to work by a doctor and fail to do so, all benefits under sick leave shall be ended and those benefits under workers compensation shall be restricted as provided by current statute. The workers compensation plan will provide coverage for medical expenses and wages to the extent required by statute to those employees who qualify.

### **UNEMPLOYMENT COMPENSATION**

For answers to questions regarding unemployment insurance policies, benefits and claims, contact the clerk of the board or the nearest Department of Human Resources, District Job Insurance Office.

## **SCHEDULES**

### **ASSIGNMENT**

As a paraeducator you are assigned to a school district within the NCKSEC and may be placed anywhere within the district at the discretion of the district administration based upon student needs. Your assigned hours per day and days per week are based upon student contact and will be assigned by district administration and approved by the NCKSEC Director. Your schedule may be adjusted at any time according to district need. Assigned hours are restricted to student contact time during the regular school day and should be noted on the monthly time sheet to be submitted to the NCKSEC office on the last day of each month.

The board retains the right to assign, reassign, and transfer all paraeducators.

### **HOURS BEYOND ASSIGNMENT**

Any hours other than with students during the regular school day must be assigned by an administrator and should not be noted on the regular monthly time sheet. These hours should be noted on the "Hours Beyond Assignment" time sheet, which is to be signed by administration and submitted along with the regular monthly time sheet.

**OVERTIME**

There shall be no overtime (*over 40 hours a week*) worked unless approved in advance by the Director. All overtime will be paid at the rate required by current law.

Overtime payments will be made only under the following conditions:

- \* when approved in advance;
- \* when there is an emergency situation and an administrator cannot be notified.

**TIME SHEETS**

The time sheets shall be reviewed and approved by the building administrator on a regular basis. The employee will note all days off for holidays, sick leave, vacation, or other time off, for whatever reason (see back of time sheet for examples). Time sheets are required for all hourly employees on a monthly basis and must be signed by the employee and the building principal. Time sheets are to be sent to the NCKSEC office on the last day of each month. If time sheets are not received by the monthly deadline, the hours will be paid on the next month payroll.

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**DAILY SCHEDULE**

All Paraeducators are to make a daily schedule available to their building principal, building secretary and their supervising teacher. This schedule should consist of their hourly duties performed on each workday.

**BREAK TIME**

Breaks are not required under state or federal laws, however some school district may schedule breaks and/or duty free lunch periods. Break and meal schedules will be determined at the building level by the building administrator and supervising teacher. Paraeducators are required to "clock out" for duty free lunch breaks or any other duty free break of more than 20 minutes.

**PAYROLL PROCEDURE**

As a matter of Board Policy, employees are to be paid on or about the 15th of each month.

Paraeducators salaries will be paid according to actual time worked each month as specified on their monthly time sheet. No pay will be received for the months of July, August and for some, September if no time is accumulated in August. Changing any payroll information will require a written form, which can be acquired from the clerk of the board. After completion, return the form to the clerk of the board. The change will not take effect until 30 working days from date received by the clerk.

**INSERVICE REQUIREMENT**

Paraeducator staff development (inservice hours) requirements will be tiered based on the special education experience of the paraeducator.

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## 1. 20 Inservice Hours Requirement

Paraeducator who have worked as a NCKSEC paraeducator less than 3 years (within the past 3 years) must complete 20 hours of annual inservice.

2. 10 Inservice Hours Requirement

Paraeducators who have worked as a NCKSEC paraeducator for more than 3 years (including the past 3 years) and completed 20 hours of inservice in each of those years, must complete 10 hours of annual inservice.

A log of all inservice hours must be completed by each paraeducator and submitted to the NCKSEC office, twice per school year. A preliminary log will be submitted no later than December 1 and will include all inservice hours earned to that point. A final log will be submitted with all applicable signatures no later than April 1 and will reflect all inservice hours earned for the school year. Final logs may be submitted at any time before April 1<sup>st</sup> if the required hours are completed. Meeting the inservice requirement is the responsibility of the individual paraeducator. Failure to meet this requirement will render the paraeducator ineligible for any pay increase should future employment be offered.

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**ORIENTATION**

All new classified employees shall receive an orientation as designed by their supervisors and shall be given a copy (electronic or written) of this handbook.

**PROFESSIONAL DEVELOPMENT PLAN & PROCEDURES**

Paraeducators may participate in the NCKSEC Professional Development Plan if they are a licensed/certified teacher.

**CONDUCT**

**DRUG FREE WORKPLACE**

The Board believes that maintaining a drug free work place is important in establishing an appropriate learning environment. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Cooperative. This policy is intended to implement the requirements of the federal regulations promulgated under the Drug-Free Workplace Act of 1988, CFR Part 85, Subpart 6.

As a condition of employment in the NCKSEC, employees shall abide by the terms of this policy.

- A. Employees shall not unlawfully manufacture, distribute, dispense, posses or use controlled substances in the workplace.
- B. Any employee who is convicted under a criminal drug statute for a violation occurring at the workplace must notify the Director of the conviction within five days after the conviction.
- C. Within 30 days after the notice of conviction is received, the NCKSEC will take appropriate action with the employee.
- D. Such action may include the initiation of termination proceedings, suspension, placement on probationary status, or other disciplinary action.
- E. Alternatively, or in addition to any action short of termination, the employee may be required to participate satisfactorily in an approved drug abuse assistance or

rehabilitation program as a condition of continued employment. The employee shall bear the cost of participation in such program.

This policy is not intended to supplant or otherwise diminish disciplinary personnel actions which may be taken under existing board policies.

### **SEXUAL HARASSMENT POLICY**

It is the policy of the NCKSEC to maintain a learning and working environment free from sexual harassment. Sexual harassment of employees or students of the Cooperative by Board members, administrators, certified and support personnel, students, and any others having business or other contact with the NCKSEC is strictly prohibited.

It shall be a violation of this policy for any employee to sexually harass a student, for a student to sexually harass another student, or for any employee to discourage a student from filing a complaint or to fail to investigate or refer for investigation, any complaint lodged under the provisions of this policy.

Sexual harassment is unwelcome sexual advances, requests for sexual favors and other inappropriate oral, written or physical conduct of a sexual nature when made by a member of the school staff to a student or when made by any student to another student when:

- A. submission to such conduct is made, explicitly or implicitly, a term of condition of the individual's education;
- B. submission to or rejection of such conduct by an individual is used as the basis for academic decisions affecting that individual; or
- C. such conduct has the purpose or effect of interfering with an individual's academic or professional performance or creating an intimidating, hostile or offensive academic environment.
- D. Sexual harassment may include, but is not limited to: verbal harassment or abuse; pressure for equal activity; repeated remarks to a person with sexual or demeaning implication; unwelcome touching; or suggesting or demanding sexual involvement accompanied by implied or explicit threats concerning a student's grades, participation in extra-curricular activities, or in any and all other activities of the NCKSEC involving board members, employees, students, certified and support personnel and any others having business through or contact with the NCKSEC.

Any individual who believes she/he has been subjected to sexual harassment by a peer or a school employee should discuss the problem with the NCKSEC Director, who is designated as human rights officer by the Board of Directors.

- A. If the complaint involves the Director, the individual should discuss the problem with the president of the Board of Directors.
- B. Upon receipt of a report or complaint alleging sexual harassment, the human rights officer or president shall immediately authorize an investigation. This investigation may be conducted by the Director or by a disinterested third party as designated by the Board President.
- C. The Director or other investigator shall make a report to the Board of Directors upon completion of the investigation.

- D. Prior to Board action, the results of the investigation will be communicated to the accused party who shall have the right to a hearing with the Board of Directors.
- E. The hearing shall provide that individual a fair opportunity to address the charges and present whatever evidence is appropriate in defense, including the right to call witnesses.
- F. Upon receipt of a recommendation that the complaint is valid, the Board of Directors shall determine appropriate action based on the results of the investigation and hearing. Action may include warning, suspension or immediate discharge.
- G. The result of the investigation of each complaint filed under these procedures will be reported in writing to the complainant. The report will document any disciplinary action taken as a result of the complaint.
- H. These procedures do not deny the right of any individual to pursue other avenues of recourse which may include initiating civil action or seeking redress under state criminal statutes and/or federal law.

#### **STAFF IMMUNITY**

No Interlocal board member, NCKSEC administrator, or NCKSEC employee shall be liable for damages in a civil action resulting from a person's good faith acts or omissions in complying with the requirements or provisions of the Kansas School Safety and Security Act.

#### **RELATIONS WITH STUDENTS**

Employees shall maintain relationships with students, which are conducive to an effective educational environment. Employees shall not have any interaction of a sexual nature with any student at any time regardless of the student's age or status.

#### **EMPLOYEE PROTECTION**

An employee may use reasonable force necessary to ward off an attack, to protect a student or another person, or to quell a disturbance, which threatens physical injury to others. It is recommended that all staff members be certified in MANDT training. This can be scheduled by contacting the NCKSEC central office.

#### **SOLICITATIONS OF EMPLOYEES**

Unless permission is granted by the Director, solicitation of employees by any vendor, student, other NCKSEC employee or patron during normal duty hours is prohibited.

#### **SOLICITATIONS BY EMPLOYEES**

No employee will attempt, during the day or on school property, to sell or endeavor to influence any student or school employee to buy any product, article, instrument, service, or other items which may directly or indirectly benefit the school employee. No employee will engage in sales or solicitation on behalf of the school or use the school name without the prior approval of the Director.

#### **DRESS CODE**

The board encourages appropriate dress for all NCKSEC employees.

#### **CONFLICT OF INTEREST**

NCKSEC employees are prohibited from engaging in any activity which may conflict with or detract from the effective performance of their duties.

**OUTSIDE EMPLOYMENT**

Employees shall not engage in outside employment which impairs the effectiveness of their service.

**CONFIDENTIALITY****STUDENT INFORMATION**

Confidential student information, whether written or oral, shall be handled in a confidential manner and be discussed only with the parents/guardians of the particular student and the appropriate school personnel. Violations of this rule which violates the privacy rights of students could result in disciplinary actions being taken against the employee, including termination.

**PERSONNEL INFORMATION**

Confidential personnel information, whether written or oral, shall be handled in a confidential manner and be discussed only with the appropriate school personnel. Violations of this rule which violates the privacy right of personnel could result in disciplinary actions being taken against the employee, including termination.

**COOP PROCEDURES****APPLICATION FOR EMPLOYMENT**

All employees will fill out an employment application at the initial point of employment.

**PROBATIONARY PERIOD**

All Paraeducators will be subject to a 30 school days probationary period starting their first day of work with the NCKSEC. During this probationary period termination could be immediate. The right to a two-week termination notice will begin after the probationary period.

**LOYALTY OATH**

As required by current law, all employees must sign a loyalty oath and file the oath with the clerk before beginning employment and to be eligible for a paycheck.

**CRIMINAL CONVICTIONS**

As a condition of employment, the NCKSEC will conduct a criminal background check. Any record of a prior felony conviction or the conviction of a felony while employed by the NCKSEC will result in the immediate termination of employment without two weeks notice.

**SUSPENSION**

The Director shall have the authority to suspend NCKSEC employees with pay until the suspension is resolved by board action. The NCKSEC employee may be suspended with or without pay for a period determined by the NCKSEC board.

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**TERMINATION**

The NCKSEC board may terminate an employee at any time, with or without cause with two weeks written notice. No right of due process is afforded classified employees. However, any employee who is recommended for termination shall have the opportunity to petition the Board of Directors and request to be heard in open session prior to action being taken to terminate his/her employment. The employee should follow the procedure outlined in the NCKSEC Board Policies and Procedures under “Public Participation at Board Meetings” in order to request to be added to the board meeting agenda.

**CHAIN OF COMMAND**

Paraeducators should resolve all workplace problems according to the following steps:

- \* Try to resolve with their supervising teacher.
- \* Try to resolve with their building principal.
- \* Try to resolve with the Assistant Director of Special Education.
- \* Try to resolve with the Director of Special of Special Education.

**EQUAL OPPORTUNITY EMPLOYER**

The NCKSEC is an equal opportunity employer and shall not discriminate in its employment practices and policies with respect to hiring, compensation, terms, conditions, or privileges of employment because of an individual’s race, color, religion, sex, age, disability or national origin. The board shall hire employees on the basis of ability and the NCKSEC’s needs.

**BOARD POLICY**

Employees shall follow and be familiar with all policies and regulations established by the NCKSEC.

**COMPLAINTS/GRIEVANCES**

Any employee may file a complaint with their supervisor concerning a school rule, regulation, policy or decision that affects the employee.

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The complaint shall be in writing, filed within ten (10) days following the event complained of and shall specify the basis of the complaint. The supervisor shall meet with the employee and provide a written response within ten (10) days. If the employee disagrees with the decision, the employee may appeal to the Director. The Director’s decision shall be final.

**WORK AGREEMENTS**

Any written contract shall contain a reference that the contract is an employment-at-will agreement that may be terminated by either party by giving two weeks written notice to the other. Employees subject to the 30 school days probationary period have no right to a two-week termination notice and can be terminated immediately. No rights of continuing employment are implied or to be assumed.

**DISCRIMINATION COMPLAINTS**

Discrimination against any individual on the basis of race, color, national origin, sex, disability, age, or religion in the admission or access to, or treatment or employment in the NCKSEC's programs and activities is prohibited. The director has been designated to coordinate compliance with nondiscrimination requirements contained in Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

Complaints of discrimination should be addressed to an employee's supervisor or the compliance coordinator. Complaints of discrimination against the Director should be addressed to the NCKSEC Board. Complaints of discrimination will be resolved using the NCKSEC discrimination complaint procedure.

### **SUPERVISION**

The NCKSEC Administration has the responsibility to supervise all classified employees not directly under the supervision of a building principal. A building principal has the responsibility to supervise all classified staff assigned to his/her building.

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### **JOB DESCRIPTION**

A paraeducator job description is located on the last page of this handbook. A copy of the job description is filed with the clerk.

### **PERSONAL PROPERTY**

The NCKSEC is not responsible for employees' personal property and does not provide insurance on employees' personal property. If an employee's personal property is broken, damaged, or stolen while the employee is on the job, repair or replacements is the employee's responsibility.

### **USE OF PERSONAL VEHICLE**

With prior approval of the administration, classified employees may use their private vehicle to perform NCKSEC business. Mileage will be paid at the current NCKSEC rate if approved in advance by the Director.

School vehicles shall be used for transportation of students. Any employee using a school vehicle must maintain a valid driver's license.

### **WEAPONS**

Employees are prohibited from carrying weapons on school property or at school-sponsored events, unless approved in advance and in writing by the Director.

### **RECRUITMENT**

The building principals will recruit personnel and recommend to the NCKSEC Director applicants to fill existing or proposed vacancies. Upon approval by the Director a recommendation will be made to the Board of Directors that the applicant be offered a work agreement.

### **RESIGNATIONS**

Employees may resign from their jobs in accordance with the employment agreement and board policies.

### **PARA RESIGNATION FORM**

The para resignation form is to be completed by any paraeducator who resigns their position. The form is on the NCKSEC website at [www.ncksec.net](http://www.ncksec.net) or one may be requested by calling the NCKSEC office in Phillipsburg. The completed form should be returned to the building principal, OR send/fax to the NCKSEC office OR complete it on-line at the NCKSEC Website.

### **EXIT FORM**

The [NCKSEC](#) office in Phillipsburg will send an exit form to an employee leaving the district. The form contains information regarding KPERS, W2's, and 125 benefit selections (if applicable). The form should be completed and return to [the NCKSEC](#) office as soon as possible.

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### **TELEPHONE USE**

School telephones are for school business. Use of school phones for personal business should be avoided except in case of an emergency. Use of school or cell phones for social calls are not permitted during school hours. Long distance calls made in an emergency must be recorded and reported to the employee's immediate supervisor so arrangements may be made to bill the employee.

## **RECORDS**

### **PERSONNEL RECORDS**

Personnel files maintained by the NCKSEC shall be confidential and in the custody of the Clerk of the Board. Employees have the right to inspect their files during regular business hours upon proper notice and under the supervision of the board clerk.

### **REQUIRED RECORDS**

Each employee must have the following records/forms on file at the NCKSEC office before the first day of employment:

- \* employment application;
- \* KPERS enrollment form (if employee is eligible)
- \* W-4 withholding certificate;
- \* social security number;
- \* loyalty oath or affirmation;
- \* health certificate ([see section below](#))
- \* driver's license

### **HEALTH EXAMINATIONS**

Employee's who come into regular contact with students shall complete health examinations as required by law. As a condition to entering employment, new employees are required to complete a physical examination (at employee expense) at the time of employment with the NCKSEC. The employee must present a NCKSEC-approved form, completed by a health care professional, to the clerk which states "that there is no evidence of physical condition that would conflict with the health, safety, or welfare of the pupils; and that freedom from tuberculosis has been established." The employee should submit the completed health certificate form to the clerk within 30 days of employment. The NCKSEC understands that scheduling a physical examination with the employee's primary care provider may cause the employee not to be able to submit the completed health certificate form within 30 days of employment. In such a case, the employee will be required to submit a plan of action within 30 days of employment which will include the scheduled date of the physical examination.

Failure to submit a health certificate within 90 days of employment will render the paraprofessional ineligible for any pay increase should future employment be offered or the board may choose not to approve any future employment with NCKSEC. If at any time there is a reasonable cause to believe any employee is suffering from an illness detrimental to the health of the pupils, the Board may require a new certificate of health (K.S.A. 72-5213).

NCKSEC reserves the right to have any employee examined at any time by a physician of the board's choice to determine if the employee is able to fulfill and perform the obligations of employment and to abide by and implement the policies and rules of the NCKSEC. The cost of a requested examination required will be borne by the NCKSEC.

### **ADDRESS CHANGES**

All address changes must be made with the clerk before the end of the pay period in which the changes took place.

## **REPORTS**

### **ACCIDENTS**

Any school employee who discovers an accident on school property shall report the accident to the building or designated representative.

If the person requires medical treatment, the employee shall:

- \* send for medical help;
- \* make the individual as comfortable as possible while waiting for competent medical assistance to arrive; and
- \* notify the principal or designated representative.

If an employee present is qualified to administer first aid, that aid may be given. If an employee is injured on the job, the supervisor should be contacted immediately and a workers compensation, incident report shall be made within ten days. The supervisor will then be responsible for contacting the NCKSEC office, who will in turn, supply the injured employee with the appropriate forms to complete.

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The employee must keep copies of all doctor's orders and provide a file copy to the NCKSEC office. The employee must inform the doctor or hospital that he/she is covered by NCKSEC workers compensation plan.

### **CHILD ABUSE**

Any NCKSEC employee who has reason to know or suspect that a child has been injured as a result of physical, mental or emotional abuse or neglect or sexual abuse, shall promptly report the matter to the local Social Rehabilitation Services (SRS) office at 800-264-3798 (M-F 8:00 to 5:00); after hours 800-922-5330 or local law enforcement.

It is recommended, but not required, that the building administrator also be notified prior to the report being made.

NCKSEC employees shall not contact the child's family or any other persons to determine the cause of the suspected abuse or neglect. It is not the responsibility of school employees to prove the child has been abused or neglected.

**VANDALISM**

Employees shall report any vandalism to their immediate supervisor.

**HEALTH**

**BLOOD BORNE PATHOGENS EXPOSURE PLAN (UNIVERSAL PRECAUTIONS)**

In the spring of 1992, pursuant to state statues, The Kansas Department of Human Resources announced it would apply the Occupational Safety and Health Administration’s safety standard regulations for the handling of blood borne pathogens to entities such as NCKSEC.

For employees who can reasonably anticipate having “occupational exposure” (e.g. reasonably anticipated skin, eye, mucous membrane, or potential contact with blood or other potentially infectious materials that may result from the performance of the employees’ duties,) NCKSEC will make the Hepatitis B vaccination series available.

In the case of an exposure incidence NCKSEC employees will follow the individual district’s exposure plan. NCKSEC employees should be familiar with their assigned district’s exposure plan.

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Whenever an employee is involved in an incident which results in potential exposure, the employee shall report the incident to the Director of Special Education, or if not available, any other NCKSEC administrator before the end of the work day during which the incident occurred.

Staff having questions about whether their position has “occupational exposure”, additional information and/or a copy of the Blood Borne Pathogens Exposure Plan for Interlocal # 636 is available by contacting the Director of Special Education.

**COMMUNICABLE DISEASE**

Whenever an employee has been diagnosed by a physician as having a communicable disease as defined in current regulation, the employee shall report the diagnosis and nature of the disease to the Director of Special Education so that a proper reporting may be made to the county or joint board of health as required by statute.

An employee afflicted with a communicable disease dangerous to the public health shall be suspended from duty for the duration of the contagiousness in order to give maximum health protection to other school employees and to students.

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The employee shall be allowed to return to duty upon recovery from the illness, or when the employee is no longer contagious as authorized by the employee’s physician.

The board reserves the right to require a written statement from the employee’s physician indicating that the employee is free from all symptoms of the communicable disease.

If an employee has been diagnosed as having a communicable disease and the Director has been notified by the employee, as provided in policy, the Director shall

determine whether a release shall be obtained from the employee's physician before the employee returns to duty.

Decisions regarding the type of employment setting for an employee with a communicable disease shall be made by the Director based upon consideration of the physical condition of the employee and the following factors:

- A. the nature of the risk;
- B. the duration of the risk;
- C. the severity of the risk; and
- D. the probability that the disease will be transmitted or cause harm to the employee or to others who will share the same setting.

#### Aids/HIV

In each case involving an employee with AIDS, the NCKSEC board shall reserve the right to make a final decision regarding the employment status of the employee after taking into account the recommendations of the Review Board, the risks and benefits to both the employee and to others in the proposed work setting.

No information regarding employees with communicable diseases shall be released by district personnel without the employee's consent except to comply with state or federal statutes.

The NCKSEC establishes the following guideline for dealing with the problems presented by NCKSEC employees who have or could transmit HIV to other school employees or students.

- A. The guidelines will be reviewed periodically and revised as necessary to reflect new medical information regarding HIV.
- B. Based upon the present knowledge that HIV is primarily transmitted by blood or sexual contact, and that casual person-to-person contact as would occur among school employees appears to pose no risk, individuals known to be infected with HIV virus should not be restricted from the work setting unless otherwise medically indicated.

#### Case Review Guidelines

- A. The determination of the appropriate education setting for HIV infected individuals will be made on a case-by-case basis by a Review board.
- B. The school nurse or county health nurse will serve as Chairperson of the Review Board and serve as the contact source for all referred cases.
- C. In each case, the review board shall consider (1) the nature of the risk, (2) the duration of the risk, (3) the severity of the risk, and (4) the probability that the disease will be transmitted or cause harm to the employee or to others who will share the same setting.
- D. The Review Board may consist of, but not necessarily limited to, the employee's physician, school officials including the Director of Special Education and school administrators, the employee and/or a representative of the employee, the county health officer, and other individuals as deemed necessary. The school attorney may assist the Review Board as an observer and advise the Board on legal questions.

E. Dealing with School Employee with HIV - the Review Board shall develop additional procedures to periodically assess the employee's condition to assist in determining the employee's status to work. Establishment of a plan for periodic review of the employee's status shall be established by the Review Board at the initial meeting.

**Confidentiality**

- A. To the extent possible, knowledge of the employee's condition shall be retained within the Review Board members.
- B. In some situations, it may be necessary that other personnel also be advised. This will be determined by the Director.

**MEDICATIONS, ADMINISTERING**

The supervised distribution of any medications shall be in strict compliance with the rules and regulations of KSDE and the local district. Employees may not dispense or administer any medications, including prescription and non-prescription drugs to students except as directed by the building principal.

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**HAZARDOUS WASTE**

When hazardous waste material is produced in a class, or otherwise located, its disposal shall be in accordance with state and federal laws, rules, and regulations.

No employee shall bring hazardous material to school without prior approval of the supervisor. Such material shall be in an appropriate container and properly labeled.

If an employee discovers waste material which is, or may be, hazardous, he/she should notify his/her supervisor immediately.

Hazardous wastes include, but are not limited to, wastes which are flammable, corrosive, infectious, highly reactive or toxic.

Hazardous waste must be placed in an appropriate container affixed with a hazardous waste label which lists the specific contents.

Unlabeled containers who contents are undetermined, which may contain hazardous substances, shall not be put in trash containers.

All hazardous wastes must be properly labeled and stored appropriately until they can be disposed of properly. Placing them in trash containers or the sewer system is not an acceptable disposal method.

**SAFETY AND SECURITY**

**SCHOOL SAFETY AND SECURITY ACT** (February 2006)

1. *Definitions. As used in this act:*

- (a) "Board of Education" means the board of education of a unified school district or the governing authority of an accredited nonpublic school.
- (b) "School" means a public school or an accredited nonpublic school.

- (c) "Public school" means a school operated by a unified school district organized under the laws of this state.
- (d) "Accredited nonpublic school" means a nonpublic school participating in the quality performance accreditation system.
- (e) "School employee" means any administrative, professional or paraprofessional employee of a school.
- (f) "Superintendent of schools" means the superintendent of schools appointed by the board of education of a unified school district or the chief administrative officer of an accredited nonpublic school appointed by the board of education of the school.

*2. Information regarding identity of specified pupils, disclosure requirements; criminal acts, reports to law enforcement agencies and state board of education; school safety and security policies, availability; civil liability, immunity.*

- (a) If a school employee has information that a pupil is a pupil to whom the provisions of this subsection apply, the school employee shall report such information and identify the pupil to the superintendent of school. The superintendent of schools shall investigate the matter and, upon determining that the identified pupil is a pupil to whom the provisions of this subsection apply shall provide the reported information and identify the pupil to all school employees who are directly involved or likely to be directly involved in teaching or providing other school related services to the pupil. The provisions of this subsection apply to:
  1. Any pupil who has been expelled for the reason provided by subsection (c) of K.S.A. 72-8901, and amendments thereto, for conduct which endangers the safety of others;
  2. any pupil who has been expelled for the reason provided by subsection (d) of K.S.A. 72-8901, and amendments thereto;
  3. any pupil who has been expelled; under a policy adopted pursuant to K.S.A. 72-89a02, and amendments thereto;
  4. any pupil who has been adjudged to be a juvenile offender and who offense, if committed by an adult, would constitute a felony under the laws of Kansas or the state where the offense was committed, except any pupil adjudicated as a juvenile offender for a felony theft offense involving no direct threat to human life; and
  5. any pupil who has been tried and convicted as an adult of any felony, except any information concerning a pupil specified in this subsection if the expulsion, adjudication as a juvenile offender or conviction of a felony occurred more than 365 days prior to the school employee's report to the superintendent of schools.
- (b) Each board of education shall adopt a policy that includes:
  1. A requirement that an immediate report be made to the appropriate state or local law enforcement agency by or on behalf of any school employee who knows or has reason to believe that an act has been committed at school, on school property, or at a school supervised activity and that the act involved conduct which constitutes the commission of a felony or misdemeanor or which involves the possession, use or disposal of explosives, firearms or other weapons; and
  2. the procedures for making such a report
- (c) School employees shall not be subject to the provision of subsection (b) of K.S.A. 72-89b04 and amendments thereto if:
  1. They follow the procedures from a policy adopted pursuant to the provisions of subsection (b); or
  2. their board of education fails to adopt such policy.

- (d) Each board of education shall annually compile and report to the state board of education at least the following information relating to school safety and security: The types and frequency of criminal acts that are required to be reported pursuant to the provisions of subsection (b), disaggregated by occurrences at school, on school property and at school supervised activities. The report shall be incorporated into and become part of the current report required under the quality performance accreditation system.
- (e) Each board of education shall make available to pupils and their parents, to school employees and, upon request, to others, district policies and reports concerning school safety and security, except that the provisions of this subsection shall not apply to reports made by a superintendent of schools and school employees pursuant to subsection (a).
- (f) Nothing in this section shall be construed or operate in any manner so as to prevent any school employee from reporting criminal acts to school officials and to appropriate state and local law enforcement agencies.
- (g) The state board of education shall extract the information relating to school safety and security from the quality performance accreditation report and transmit the information to the governor, the legislature, the attorney general, the secretary of health and environment, the secretary of social and rehabilitation services and the commissioner of juvenile justice.
- (h) No board of education, member of any such board, superintendent of schools or school employee shall be liable for damages in a civil action resulting from a person's good faith acts or omissions in complying with the requirements or provisions of the Kansas school safety and security act.

*3. Penalties for failure to make reports, preventing or interfering with reports; sanctions for making reports prohibited; immunity from liability.*

- (a) Willful and knowing failure of a school employee to make a report required by subsection (b) (1) of K.S.A. 72-89b03, and amendments thereto is a class B non-person misdemeanor. Preventing or interfering with, with the intent to prevent, the making of a report required by subsection (b) (1) of K.S.A. 72-89b03, and amendments thereto, is a class B non-person misdemeanor.
- (b) Willful and knowing failure of any employee designated by a board of education to transmit reports made by school employees to the appropriate state or local law enforcement agency as required by subsection (b)(1) of K.S.A. 72-89b03, and amendments thereto, is a class B non-person misdemeanor. Preventing or interfering with, with the intent to prevent, the transmission of reports required by subsection (b) (1) of K.S.A. 72-89b03, and amendments thereto is a class B non-person misdemeanor.
- (c) No board of education shall terminate the employment of, or prevent or impair the profession of, or impose any other sanction on any school employee because the employee made an oral or written report to, or cooperated with an investigation by, a law enforcement agency relating to any criminal act that the employee knows has been committed or reasonably believes will be committed at school, on school property, or at a school supervised activity.
- (d) Any board of education, and any member or employee thereof, participating without malice in the making of an oral or written report to a law enforcement agency relating to any criminal act that is known to have been committed or reasonably is believed will be committed at school, on school property, or at a school supervised activity shall have immunity from any civil liability that might otherwise be incurred or

imposed. Any such participants shall have the same immunity with respect to participation in any judicial proceedings resulting from the report.

### **SECURING WORK AREA**

Employees are expected to lock or otherwise secure any files, records, safes, tools vehicles or other district equipment at the close of each work-day and other appropriate times.

### **COMPUTERS**

Use of or access to district computers and computer software is limited to district employees and students. Use of computers is for the performance of official and approved assignments only. Use of computer equipment or software for personal projects is prohibited without prior permission of the [employee's supervisor](#).

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Only software purchased by NCKSEC may be loaded onto NCKSEC computers. Software licensed to the NCKSEC shall not be used on computers not owned by the NCKSEC. NCKSEC software shall not be copied for personal use.

Employees shall not use electronic communications, including e-mail and the internet, to harass staff, students, or other individuals.

### **NO RIGHT TO PRIVACY**

Employees shall have no expectation of privacy or restricted access to any information generated during the course of their official duties, or entered in any district computers. Employees waive any right to privacy in e-mail messages and consent to the access and disclosure of e-mail messages by authorized employees.

### **OWNERSHIP**

Computer materials or devices created as part of any assigned district/cooperative responsibility undertaken on school time shall be the property of the district/cooperative.

### **SECURE FILES**

All employees must secure files containing confidential student information.

### **INTERNET**

Inappropriate use and/or transmission of any material in violation of any United States or state regulation, is prohibited. This includes, but is not limited to, copyrighted material, threatening or obscene material, or material protected by a trade secret.

### **COPYING AND DUPLICATING**

The copyright laws of the United States make it illegal for anyone to duplicate copyrighted materials without permission. Severe penalties are provided for unauthorized copying of all materials covered by the act unless the copying falls within the bounds of the "fair use" doctrine. Any duplication of copyrighted materials by district employees must be done with permission of the copyright holder or within the bounds of "fair use", as set forth in board policy.

Specific regulations concerning fair use are to be posted near district copy machines.

**KEYS**

The Director is responsible for issuing keys and maintaining a current and accurate list of all people who have been issued keys. No keys shall be duplicated without permission.

Keys should be turned into the Director when an employee is no longer employed by the NCKSEC or is assigned to another building.

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Keys shall not be loaned to anyone. Any lost keys shall be reported immediately to the principal so measures may be taken to maintain safety and security and to protect property.

**EQUIPMENT AND SUPPLIES****APPROPRIATE USE OF EQUIPMENT AND SUPPLIES**

Use of equipment and supplies is for the performance of official and approved assignments only. Use of district/cooperative equipment or supplies for personal projects is prohibited without prior permission of the employee's supervisor.

**Cooperative Resource Center (library)**

The Cooperative Resource Center (CRC) is based at the NCKSEC office . At the present time the CRC has over 500 titles. These include both print materials and computer software.

The CRC is organized as a decentralized support service, as most of the Cooperative inventory of instructional materials is field based within the interrelated classrooms. The basic thrust of the CRC is to provide materials support in addition to what materials are available locally.

An inventory of all instructional materials available through the CRC is available to each staff member. The CRC secretary and each instructor has an inventory list of materials in their possession. It is a goal to initiate inter-school as well as inter-district exchange of materials to encourage maximum utilization of the materials available.

The CRC is open Monday through Friday 8:00 a.m. to 4:00 p.m. Staff members are free to use the CRC any day of the week for checking out materials. The employee may call the CRC and effort will be made to send the requested items with one of the itinerant staff.

**Check-out Procedures**

Materials of both an instructional and professional nature are available on an unlimited loan basis. Employees will be sent a listing of materials that they have checked out every nine weeks. At that time they will be asked to return materials that they are no longer using.

If another employee needs an item, an individual may be asked to return the item on an agreed upon time.

If staff members find a need for materials for an entire year or anticipate using the material on a year-to-year basis, the materials should be requested to be purchased by the individual for their classroom.

Computer software will only be on loan for nine weeks.

**PARAEDUCATOR JOB DESCRIPTION****QUALIFICATIONS**

1. High School Diploma or equivalent.
2. Paraeducators shall complete 20 hours of in-service training (this requirement will be prorated based on the initial employment date). Should this requirement not be met the Board may choose not to approve any future contract with the Employee. Failure to meet this requirement will render the paraprofessional ineligible for any pay increase should a future contract be offered.
3. Successful background check.

**DUTIES**

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| <ol style="list-style-type: none"> <li>1. Assist with instruction of students individually or in a small group setting under the direction of certified employee(s).</li> <li>2. Assist in preparation, care and use of instructional materials and equipment.</li> <li>3. Attend to children's needs with assistive devices, personal care, and personal hygiene needs of students, including diapering, toileting, catheterization, wheelchair transfer, etc</li> <li>4. Assist in maintaining desirable classroom atmosphere through appropriate management techniques.</li> <li>5. Inform teacher of any behavioral, health or physical concerns noted.</li> </ol> | <ol style="list-style-type: none"> <li>6. Assume supervisory role during the teacher's temporary absence.</li> <li>7. Assist students with demands in the regular classroom setting as directed by the IEP.</li> <li>8. Assist in providing supervision of lunchroom, play ground, halls and restrooms as well as with field trips.</li> <li>9. Correct student papers and keep records of student progress.</li> <li>10. Assist with developing and preparing classroom materials, supplies, and record keeping.</li> <li>11. Perform other duties as directed by the supervising teacher and/or Director.</li> </ol> |
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**PHYSICAL REQUIREMENTS**

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| <ol style="list-style-type: none"> <li>1. May require travel and student transportation.</li> <li>2. May require physical exertion to physically manipulate students and/or equipment.</li> </ol> | <ol style="list-style-type: none"> <li>3. May require some bending, reaching, and lifting.</li> <li>4. Must be able to work in busy and crowded environments.</li> </ol> |
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**UNACCEPTABLE DUTIES FOR PARAEDUCATORS**

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| <ol style="list-style-type: none"> <li>1. Be solely responsible for a special education instructional or related service.</li> <li>2. Be responsible for selecting or administering formal diagnostic or psychological instruments or for interpreting the results of those instruments.</li> <li>3. Be responsible for selecting, programming, or prescribing educational activities or materials for the students without the supervision and guidance of the special teacher.</li> <li>4. Be solely responsible for preparing lesson plans or initiating original concept instruction.</li> <li>5. Assigned to implement the IEP for students with exceptionalities without direct supervision and involvement from the professional.</li> </ol> | <ol style="list-style-type: none"> <li>6. Be employed in lieu of certified or licensed special education personnel</li> <li>7. Be used as substituted special teachers, unless par possess the appropriate Kansas certification or license.</li> <li>8. Be enrolled as elementary or secondary school students.</li> <li>9. Perform nursing procedures or administering medications without appropriate supervision from an approved health care professional.</li> </ol> |
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**ASSIGNMENT AND SCHEDULE**

As a paraeducator you are assigned to school district and may be placed anywhere within the district at the discretion of the district administration based upon student needs. Assigned hours per day and days per week are based upon student contact and will be assigned by district administration and approved by the NCKSEC Director. Your schedule may be adjusted at any time according to district need. Assigned hours are restricted to student contact time during the regular school day and should be noted on the monthly time sheet to be submitted to the NCKSEC office on the last day of each month. Any hours other than with students during the regular school day should be assigned by local administration and noted on the "Hours Outside Assignment" time sheet and submitted monthly along with the regular time sheet.