

TRI-COUNTY SPECIAL EDUCATION INTERLOCAL #607

Personnel Manual

Paraeducator

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Tri-County Special Education Interlocal #607 Paraeducator Manual

Overview of Tri-County Interlocal #607

Introduction

The purpose of this manual is to provide information that will help with questions and pave the way for a successful year. Not all Tri-County Special Education Interlocal #607 policies and procedures are included. Those that are have been summarized. Suggestions for additions and improvements to this manual are welcome and may be sent to the Director.

This manual is neither a contract nor a substitute for the official Tri-County Special Education Interlocal #607 policy manual or the negotiated agreement. It is not intended to alter the at-will status of employees in any way. Rather, it is a guide to and a brief explanation of the Interlocal policies. Tri-County Special Education Interlocal #607 policies and procedures can change at any time. For more information, employees may confer with their supervisor, or contact the central office. Policy manuals are located in the Director's Office.

Welcome to Tri-County Special Education Interlocal #607.

We're very happy to have you with our agency. Thank you for joining us! We want you to feel that your association with Tri-County Special Education Interlocal #607 will be a mutually beneficial and pleasant one.

You have joined an organization that has established an outstanding reputation for delivering quality special education and related services. Credit for this goes to each and every one of our employees. We hope you, too, will find job satisfaction and take pride in your work here.

This manual provides answers to most of the questions you may have about Tri-County Special Education Interlocal #607's benefit programs, as well as the policies and procedures we abide by — our responsibilities to you and your responsibilities to this agency. If anything is unclear, please discuss the matter with your Supervising Teacher or your Coordinator. You are responsible for reading and understanding this Employee Manual, and your performance evaluations will reflect your adherence to our policies. In addition to clarifying responsibilities, we hope this Employee Manual will also give you an indication of our interest in the welfare of all who work here.

From time to time, the information included in our Employee Manual may change. Every effort will be made to keep you informed through suitable lines of communication, including postings on school bulletin boards and/or notices sent directly to your home or school address.

Compensation and personal satisfaction gained from doing a job well are only some of the reasons most people work. Most likely, many other factors count among your reasons for working — pleasant relationships and working conditions, career development, a sense of helping people, and health benefits are just a few. We are committed to doing its part to assure you of a satisfying work experience.

I extend to you my personal best wishes for your success and happiness at Tri-County Special Education Interlocal #607.

Kevin J. Shepard, Director

Description of Tri-County Interlocal #607

Tri-County Special Education Interlocal #607 is an innovative special education Interlocal providing exceptional services to exceptional children, ranging in age from three to twenty-one years. Tri-County Special Education Interlocal #607 was established in 1972 as a comprehensive special education service provider for seven school districts in southeast Kansas. Those districts include: Caney USD #436, Cherryvale USD #447, Coffeyville USD #445, Fredonia USD #484, Independence USD #446, Neodesha USD #461, and Parsons USD #503. Our main office is centrally located in Independence and support services are provided to exceptional children within these seven progressive school districts through a cooperative Interlocal agreement. The total student population of our seven local school districts is approximately 9,900 and the total number of exceptional students is approximately 1300. We have a professional/licensed staff numbering approximately 120 and paraprofessional resources numbering approximately 200. We offer a broad spectrum of special education services and a variety of program models, including Special Needs Vocational Programs, Job Enclaves and Community Based Early Childhood services. Tri-County Interlocal #607 encourages interagency collaboration at all levels, especially in the area of transition planning. Our agency participates in the support of two Alternative Day Treatment Programs – Project Alternative in Parsons and SEK Academy in Independence. We strive to remain active in professional development opportunities, program evaluation and assistive technology planning.

Mission of Our Agency

The vision of Tri-County Interlocal #607 is to provide educational opportunities to our exceptional student population that will enable them to be successful in life. We strive to provide a safe, student-centered, and supportive environment that utilizes a variety of resources and innovative strategies to work towards the education of all children. Essential to the realization of this goal is an agency, parent and community partnership that fosters mutual respect and a willingness to work together.

Tri-County Interlocal #607 Board of Education

The Tri-County Special Education Interlocal #607 Board of Education is made up of one representative from the Boards of Education of each of the seven school districts we serve: Caney USD #436, Cherryvale USD #447, Coffeyville USD #445, Fredonia USD #484, Independence USD #446, Neodesha USD #461, and Parsons USD #503. Currently those representatives are:

Caney	Darlene Sanders
Cherryvale	Gina Booe
Coffeyville	Jerry Hamm
Fredonia	Bill Freeman
Independence	Carole Farthing
Neodesha	Kenley Thompson
Parsons	Crystal Port

Kansas law grants the Board of Education the power to govern and oversee the management of the Interlocal Agency. The board is the policy-making body within the district and has overall responsibility for the annual budget, the employment of the Director and other professional/licensed personnel, the employment of paraprofessional staff, the maintenance of our facilities, and the expansion of any programming needs.

Board of Education Schedule of Meetings

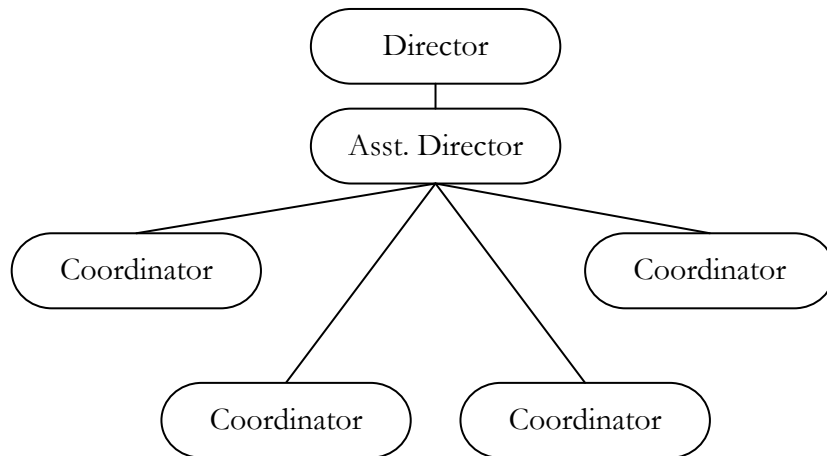
The Tri-County Special Education Interlocal #607 Board of Education meets in regular session at 6:30 P.M. on the second Wednesday of each month. These meetings, which are open to the public, are held at the Tri-County Special Education Interlocal #607 central office located at 220 E. Chestnut Street in Independence, Kansas. While all meetings are open to the public, Kansas law does allow the board to go into a closed session to discuss property acquisition, personnel issues, negotiations, or to consult with attorneys. To obtain a schedule of Board meetings or to be placed on the agenda, call (620) 331-6303.

School Calendar

The school calendars for each of the seven school districts served by Tri-County Special Education Interlocal #607 are developed annually by the local Boards of Education. Employees of Tri-County Special Education Interlocal #607 are expected to follow the school district calendar of the district in which they are assigned. Copies of the individual district calendars are available in our central office.

Chain of Command – Organizational Chart

The Tri-County Special Education Interlocal #607 employs a full-time Director to manage the day-to-day operations of the agency, to oversee the fiscal management of the annual budget, and to supervise the certified and licensed personnel employed by the agency. Additionally, Tri-County Special Education Interlocal #607 employs an Assistant Director to help in the management of the agency and to oversee student records, compliance monitoring and professional staff development. We also employ three Special Education Coordinators whose job it is to supervise both elementary and secondary special education programming, conduct professional evaluations, and work closely with building administration to ensure quality programming.



Administration

The administration of Tri-County Special Education Interlocal #607 consists of:

Kevin J. Shepard	Director
Julie Bruington	Assistant Director
Emily McCambridge	Elementary Coordinator
Bill Perry	Elementary Coordinator
Sherry Dunlay	Secondary Coordinator
Jeff Price	Secondary Coordinator

Para Facilitator

Para facilitators are appointed personnel who monitor and coordinate the paraprofessional staff. Tri-County Special Education Interlocal #607 has designated Emily McCambridge as our Para Facilitator. She can be contacted with questions or concerns through the Interlocal office.

Special Education Terminology

Commonly Used Terms

IDEA	Individuals with Disabilities Education Act
FAPE	Free Appropriate Public Education
IEP	Individualized Education Program
IFSP	Individualized Family Service Plan
KSDE	Kansas State Department of Education
JJA	Juvenile Justice Authority
FERPA	Family Educational Rights and Privacy Act
Child Find	Screening activities conducted to determine need for further evaluation
ELP	Extended Learning Program - Gifted
OT	Occupational Therapy
PT	Physical Therapy
FBA	Functional Behavior Assessment
BIP	Behavior Intervention Plan
GE	General Education
SE	Special Education
LRE	Least Restrictive Environment

PLEP	Present Levels of Educational Performance
ESY	Extended School Year
AT	Assistive Technology
AYP	Adequate Yearly Progress
NCLB	No Child Left Behind
MIS	Management Information System
IT	Instructional Technology
LEA	Local Education Agency

16 Areas of Disability in Kansas

Autism
 Deaf-Blind
 Deafness
 Emotional Disturbance (ED)
 Hearing Impairment (HI)
 Mental Retardation (MR)
 Multiple Disabilities (MD)
 Orthopedic Impairment (OI)
 Other Health Impairment (OHI)
 Specific Learning Disability (LD)
 Speech or Language Impairment
 Traumatic Brain Injury (TBI)
 Visual Impairment (VI)
 Developmental Delay (DD)
 Early Childhood Disability (ECD)

Employment Information

Equal Employment Opportunity

Tri-County Special Education Interlocal #607 does not discriminate against any employee or applicant for employment because of race, religion, sex, age, national origin, disability, military status, or on any other basis prohibited by law. Employment decisions will be made on the basis of each applicant's job qualifications, certification/licensure, experience, and abilities.

Job Vacancies & Recruitment

Announcements regarding job vacancies by position and location are distributed on a regular basis through the following means: announcements placed in monthly check envelopes, notices to state and regional colleges and universities, posting on the KSDE Recruitment bulletin board, and periodically, want ads in area newspapers and professional journals.

Contracts

Contracts for the current school are issued upon the completion of the negotiations process. In some cases, this may not be until school has started in the fall.

Alcohol and Drug Testing

The purpose of alcohol and drug testing is to ensure safety and prevent accidents and injuries resulting from the misuse of alcohol and drugs by employees. Any employee who is required to drive as a part of their job description is subject to drug and alcohol testing. Additionally, any employee may be subjected to alcohol and drug testing for cause. This alcohol and drug testing will be completed at the expense of Tri-County Special Education Interlocal #607.

Reassignments and Transfers

All personnel are subject to assignment and reassignment by the Director. Transfer requests must be approved by the building administrator at the receiving school. When reassignments are due to enrollment or program issues, the Director has the final placement authority. Employees may request to be considered for a potential transfer by submitting such a request to the Director in writing.

Workload and Schedules

Schedules for paraprofessional staff will be established by their supervising teacher or professional staff. Any questions regarding your daily schedule should be directed to your supervising teacher.

Breaks

Paraprofessionals should be afforded a daily lunch break that is similar to the lunch break of their Supervising Teacher. However, some student situations do not allow for this daily lunch break. If a specific situation requires a paraprofessional to eat lunch with a student, and compensation is required during this time period, prior approval from the Assistant Director or the Director must be obtained. Every effort must be made to schedule a lunch break away from student responsibilities, either before or after scheduled student lunch breaks. In the event a lunch break cannot be scheduled, Tri-County Special Education Interlocal #607 will EITHER pay for the lunch of the paraprofessional or the wages during the lunch time. The paraprofessional will be asked to choose which type of compensation they would like. They will not receive both a paid lunch and hourly wages.

Additionally, if short breaks can be worked into the schedule comfortably, then paraprofessionals may take advantage of short breaks. However, paraprofessionals must work their designated hours. Breaks are not mandated by law.

Punctuality

Chronic lateness will be observed closely as it can damage the effectiveness of the classroom program. Paraprofessionals are expected to arrive at work on time and to remain at work until the end of the work day, unless an individual schedule dictates otherwise. Paraprofessionals who are consistently late to work face the possibility of disciplinary action and/or termination.

Evaluation of Paraprofessional Staff

Evaluation of an employee's job performance should be a continual process that focuses on improvement. Written evaluations will be completed on forms that have been approved by the Tri-County Special Education Interlocal #607 Board of Education. All employees will receive a copy of their written evaluation, have a review of the written evaluation with their supervisor, and get the opportunity to respond to the evaluation.

Tri-County Interlocal #607 certified/licensed professionals will conduct evaluations of Tri-County paraprofessional staff assigned to their programs. These evaluations will be completed annually and maintained in the Central Office files.

Employee Files

Employee files are maintained in the Tri-County Special Education Interlocal #607 central office for all personnel. The administrative assistant is responsible for maintaining these files. It is your responsibility as an employee to notify the central office when any changes occur in your personal information. This may include:

- 1) Legal Name
- 2) Home address
- 3) Home telephone number
- 4) Person to call in case of an emergency
- 5) Number of dependants

- 6) Marital status
- 7) Change of beneficiary
- 8) Driving record
- 9) Current driver's license
- 10) Social Security Card
- 11) Military or draft status
- 12) Proof of U.S. Citizenship and/or Right to Work in the U.S.
- 13) Exemptions on your W-4 tax forms
- 14) Professional credentials

Additionally, all personnel records are confidential. Tri-County Special Education Interlocal #607 will not disclose individual personnel records to anyone who does not have a direct association with the state personnel requirements or the proper authorization to obtain those records. You may request, in writing, copies of items within your personnel file.

HIPAA Policy

The Interlocal shall comply with all applicable Health Insurance Portability and Accountability Act (HIPAA) provisions ensuring the confidentiality of protected health information.

The Interlocal shall provide appropriate and timely professional development activities regarding HIPAA requirements.

All staff shall abide by HIPAA requirements and maintain the confidentiality of protected health information. The Interlocal shall provide notice to staff and students as required by law.

NOTICE OF PRIVACY PRACTICES

**TRI-COUNTY SPECIAL EDUCATION INTERLOCAL #607
HEALTH INSURANCE PLAN
(referred to as the "Group Health Plan", "We" "Our" or "Us" in this document)**

This notice describes how Protected Health Information (PHI) about You may be used and how You can get access to the information.

PLEASE READ IT CAREFULLY.

PHI is individually identifiable information about you. All of the following are examples of PHI:

demographic information: Your name, address, social security number and date of birth; or

medical information: relating to Your past, present or future physical or mental health that is collected/created/received from You, a health care provider, a health plan, employer or health care clearinghouse; or

the providing of health care; or

the past, present or future payment for providing health care to You.

OUR LEGAL DUTY

We are required by applicable federal and state laws to maintain the privacy of your PHI. We are also required to give you this notice about our privacy practices, our legal duties, and your rights concerning your PHI. We must follow the privacy practices that are described in this notice while it is in effect. This notice takes effect on April 14, 2004 or the date coverage became effective for you, whichever is later, and will remain in effect until we replace it.

We reserve the right to change our privacy practices and the terms of this notice at any time, provided such changes are permitted by applicable law. We reserve the right to make the changes in our privacy practices and the new terms of our notice effective for all PHI that we maintain, including PHI we created or received before we made the changes. Before we make a significant change in our privacy practices, we will change this notice and send the new notice to our health plan subscribers at the time of the change.

You may request a copy of our notice at any time. For more information about our privacy practices, or for additional copies of this notice, please contact us using the information listed at the end of this notice.

USES AND DISCLOSURES OF YOUR PHI

We use and disclose PHI about you for treatment, payment and health care operations. For example:

Treatment: We may disclose your PHI to a doctor, hospital or other health care provider on request when necessary to assist in your treatment. For example, we might disclose your PHI to assist in case managements or precertification activities.

Payment: We may use and disclose your PHI to pay claims from doctors, hospitals and other providers for services delivered to you that are covered by your health plan. For example, we might disclose your PHI to determine your eligibility for benefits, to coordinate benefits, to examine medical necessity and to issue explanations of benefits to the person who subscribes to the health plan in which you participate. We may disclose your PHI to a health care provider or entity subject to the federal Privacy Rules so they can obtain payment or engage in these payment activities.

Health Care Operations: We may use and disclose your PHI in connection with our health care operations. Health care operations include:

- Rating our risk and determining contributions for your health plan;

- Quality assessment and improvement activities;

- Reviewing the competence or qualifications of health care professionals, evaluating practitioner and provider performance, conducting training programs, accreditation, certification, licensing or credentialing activities;

- Medical review, legal services and auditing, including fraud and abuse detection and compliance;

- Business planning and development; and

- Business management and general administrative activities, including management activities relating to privacy, customer service, resolution of internal grievances, and creating de-identified PHI or a limited data set.

We may disclose your PHI to another entity which has a relationship with you and is subject to the federal Privacy Rules, for their health care operations relating to quality assessment and improvement activities, reviewing the competence or qualifications of health care professionals, or detecting or preventing health care fraud and abuse.

ON YOUR AUTHORIZATION: You may give a written authorization to use your PHI to disclose it to anyone for any purpose. If you give us an authorization, you may revoke it in writing at any time. Your revocation will not affect any use or disclosure permitted by your authorization while it was in effect. Unless you give us a written authorization, we cannot use or disclose your PHI for any reason except those described in this notice.

TO YOUR FAMILY AND FRIENDS: We may disclose your PHI to a family member, friend or other person to the extent necessary to help with your health care or with payment for your health care. We may use or disclose your name, location and general condition or death to notify or assist in the notification of (including identifying or locating) a person involved in your care. Before we disclose your PHI to a person involved in your health care or payment for your health care, we will provide you with

an opportunity to object to such uses or disclosures. If you are not present, or in the event of your incapacity or an emergency, we will disclose your PHI based on our professional judgment of whether the disclosure would be in your best interest.

UNDERWRITING: We may receive your PHI for underwriting, premium rating or other activities relating to the creation, renewal or replacement of a contract of health insurance or health benefits. We will not use or further disclose this PHI for any other purpose, except as required by law, unless the contract of health insurance or health benefits is placed with us. In that case, our use and disclosure of your PHI will only be as described in this notice.

DISASTER RELIEF: We may use or disclose your PHI to a public or private entity authorized by law or by its charter to assist in disaster relief efforts.

PUBLIC BENEFIT: We may use or disclose your PHI as authorized by law for the following purposes deemed to be in the public interest or benefit:

As required by law;

- For public health activities, including disease and vital statistics reporting, child abuse reporting, FDA oversight, and to employers regarding work-related illness or injury;
- To report adult abuse, neglect or domestic violence;
- To health oversight agencies;
- In response to court and administrative orders and other lawful processes;
- To law enforcement officials pursuant to subpoenas and other lawful processes, concerning crime victims, suspicious deaths, crimes on Our premises, reporting crimes in emergencies and for purposes of identifying or locating a suspect or other person;
- To coroners, medical examiners and funeral directors;
- To organ procurement organizations;
- To avert a serious threat to health or safety;
- In connection with certain research activities;
- To the military and to federal officials for lawful intelligence, counterintelligence and national security activities;
- To correctional institutions regarding inmates; and
- As authorized by state workers compensation laws.

HEALTH RELATED SERVICES: We may use your PHI to contact you with information about health-related benefits and services or about treatment alternatives that may be of interest to you. We may disclose your PHI to a business associate to assist us in these activities. We may use or disclose your PHI to encourage you to purchase or use a product or service by face-to-face communication or to provide you with promotional gifts.

INDIVIDUAL RIGHTS

Access: You have the right to look at or get copies of your PHI, with limited exceptions. You may request that we provide copies in a format other than photocopies. We will use the format you request unless we cannot practicably do so. You must make a request in writing to obtain access to your PHI when you make the request as an exercise of your HIPAA Privacy rights. Many records are available without making the request as an exercise of HIPAA Privacy rights. You may obtain a form to request access by using the contact information listed at the end of this notice. If you request copies, we will charge you a fee for the costs of copying, other supplies and postage if you want the copies mailed to you and staff time associated with your request. For information maintained off-site in archival warehouses or that is not reasonably identifiable and accessible, We will charge the actual cost of the time and other resources required to make the information available. If you request an alternative format, we will charge a cost-based fee for providing your PHI in that format. If you prefer, we will prepare a summary or an explanation of your PHI for a fee. Contact us using the information listed at the end of this notice for a full explanation of our fee structure.

Disclosure Accounting: You have the right to receive a list of instances in which we or our business associates disclosed your PHI for purposes other than for treatment, payment, health care operations, as authorized by you, and for certain other activities since April 14, 2004 or the date coverage became effective for you, whichever is later. For example, we would account for your PHI or demographic information we disclose during an audit by a government oversight agency or pursuant to a court order. You must make your request in writing. We will provide you with the date on which we made a disclosure, the name of the person or entity to whom we disclosed your PHI, a description of the PHI we disclosed, the reason for the disclosure and certain other information. If you request this accounting more than once in a 12-month period, we may charge you a reasonable, cost-based, fee for responding to these additional requests. Contact us using the information listed at the end of this notice for a full explanation of our fee structure and how to make your request.

Restriction: You have the right to request that we place additional restrictions on our use or disclosure of your PHI. You must make a request in writing if you wish to request additional restrictions. You may obtain a form to request additional restriction by using the contact information listed at the end of this notice. We are not required to agree to these additional restrictions, but if we do, we will abide by our agreement (except in an emergency). Both your request and any agreement to additional restrictions must be in writing signed by the person making the request and (for our agreement) by a person authorized to make such an agreement on our behalf. We will not be bound unless our agreement is so stated in writing.

Confidential Communications: You have the right to request that we communicate with you about your PHI by alternative means or to an alternative location. You must

make your request in writing, and you must state that the information could endanger you if it is not communicated in confidence as you request. We must accommodate your request if it is reasonable, specifies that alternative means or location and continues to permit us to collect premiums and pay claims under your health plan, including issuance of explanations of benefits to the subscriber of the health plan in which you participate. An explanation of benefits issued to the subscriber for health care that you received for which you did not request confidential communications or about the subscriber or others covered by the health plan in which you participate may contain sufficient information to reveal that you obtained health care, even though you requested that we communicate with you about that health care in confidence. Other transactions under the membership may also detract from the level of confidentiality you might obtain from an alternate communication or address.

Amendment: You have the right to request that we amend your PHI. Your request must be in writing, and it must explain why the information should be amended. If you need information about making a request or amendment, contact us using the contact information listed at the end of this notice. We may deny your request if we did not create the information you want amended and the originator remains available or for certain other reasons. If we deny your request, we will provide you a written explanation. You may respond with a statement of disagreement to be appended to the information you wanted amended. If we accept your request to amend the information, we will make reasonable efforts to inform others, including giving people your name, of the amendment and to include the changes in any future disclosures of that information.

Electronic Notice: If you receive this notice on our web site or by electronic mail (e-mail), you are entitled to receive this notice in written form. Please contact us using the information listed at the end of this notice to obtain this notice in written form.

QUESTIONS AND COMPLAINTS

If you want more information about our privacy practices or have questions or concerns, please contact us using the information listed below. If you are concerned that we may have violated your privacy rights, or you disagree with a decision we made about access to your PHI or in response to a request you made to amend or restrict the use or disclosure of your PHI or to have us communicate with you by alternative means or at an alternative location, you may complain to us using the contact information listed below. You also may submit a written complaint to the U.S. Department of Health and Human Services. We will provide you with the address to file your complaint with the U.S. Department of Health and Human Services upon request. We support your right to the privacy of your PHI. We will not retaliate in any way if you choose to file a complaint with us or with the U.S. Department of Health and Human Services.

Driver's License and Record

All employees who operate Tri-County Special Education Interlocal #607 owned vehicles as a part of their job function must provide the central office with a copy of their driver's license annually. Additionally, a background check of the driver's license will be conducted annually to verify that there are no moving violations that would prohibit the employee from operating a Tri-County Special Education Interlocal #607 vehicle.

In the event that an employee with driving responsibilities has their license suspended or revoked at any time, the suspension or revocation shall be reported to the director AND the employee shall immediately cease driving an Interlocal vehicle.

(See Board of Education Policy EDAA)

Paraprofessional Inservice

Tri-County Special Education Interlocal #607 requires that all paraprofessional staff receive the minimum number of inservice hours required by state regulations. Paraprofessionals who have completed at least three consecutive years of employment with Tri-County Interlocal #607 are required to accrue 10 inservice points annually. Paraprofessionals who have been employed with Tri-County Interlocal #607 for less than three years are required to accrue 20 inservice points annually. A paraprofessional may complete 10-20 clock hours of approved inservice training, complete one college credit hour (20 points), complete modules through the Master Teacher Paraeducator or Infinitec on-line training courses OR any combination of these activities. Additionally, any paraprofessional who passes the Paraeducator Test to achieve the "highly qualified" status will automatically receive 20 hours of inservice credit for the year in which the test is taken. Inservice point documentation forms are available through the central office and must be approved by the supervising teacher/therapist prior to submission.

Outside Employment

What you do on your own free time is your own business. However, if you are employed by Tri-County Special Education Interlocal #607 in a full-time position, we expect that your position with this agency is your primary employment. Any outside activity must not interfere with your ability to properly perform your job duties with this agency.

If you are considering the possibility of a second job, it would be beneficial to notify your Supervising Teacher or Coordinator. He or she will thoroughly discuss this

opportunity with you to ensure that it will not interfere with your primary employment responsibilities nor pose a conflict of interest.

Conflict of Interest

Employees of Tri-County Special Education Interlocal #607 are prohibited from engaging in any activity which may be construed as a conflict of interest and detract from effective performance of their duties. No employee will attempt, during the work day or on cooperative property, to sell or endeavor to influence any student to buy any product, article, instrument, service or other such item which would directly or indirectly benefit said employee. No employee will enter into a contract with the cooperative other than a contract for employment unless the contract is awarded on the basis of competitive bidding.

Any cooperative employee shall report alleged violations of the conflict of interest policy to the Director. The Director or designee shall make an initial investigation to determine whether said policy has been violated. Upon substantial evidence of a violation, the Director shall report to the Board for a Board determination. In the event a cooperative employee has been found to have violated the conflict of interest policy, the Board will order the employee, in writing, to cease and desist from all such activities. If the employee, as facts of the investigation dictate, pursuant to the provisions of GBK-R and/or state law, has violated this policy, the employee may be suspended with or without pay.

(See Board of Education Policy GAG and GAG-R)

Confidentiality

Confidentiality of educational records is a basic right shared by all students in public schools and their parents. These fundamental rights are described in the Family Educational Rights and Privacy Act (FERPA) of 1974. In addition, all school personnel are governed by confidentiality requirements of the Individuals with Disabilities Education Act (IDEA-97). Confidentiality is one of the rights afforded to parents in the Parent Rights document. All people involved in special education should be aware of the laws and regulations ensuring that all records and information will be kept secure and remain confidential. Educational programming records are covered under these federal laws and also include any personally identifiable records such as name of the child, child's parents, or other family members, address, personal identifier such as the child's social security number or student number, or list of personal characteristics or other information that would make it possible to identify the child.

Parents and students entrust Tri-County Special Education Interlocal #607 with important information relating to an individual student's educational programming.

The nature of this relationship requires maintenance of confidentiality. In safeguarding the information received, Tri-County Special Education Interlocal #607 earns the respect and further trust of our parents and students.

Your employment with Tri-County Special Education Interlocal #607 assumes an obligation to maintain confidentiality, even if you should leave our employment.

Any violation of confidentiality seriously injures Tri-County Special Education Interlocal #607's reputation and effectiveness and is a violation of federal law. Therefore, please do not discuss Tri-County Special Education Interlocal #607 business with anyone who does not work for the agency, and never disclose individual student educational issues with anyone who does not have a direct association with the educational needs of the student in question or the proper authorization to obtain those records. Disclosure is the release, transfer, or other communication of records or the personally identifiable information contained in those records, to any party, by any means, including oral, written, or electronic. Even casual remarks can be misinterpreted and repeated, so develop the personal discipline necessary to maintain confidentiality. If you hear, see or become aware of anyone else breaking this trust, please report it to your Coordinator immediately.

If you are questioned by someone outside our agency or your school and you are concerned about the appropriateness of giving them certain information or whether or not the proper authorization for disclosure has been obtained, remember that you are not required to answer, and that we do not wish you to do so if you are unsure. Instead, as politely as possible, refer the request to your Coordinator or to the Director.

No one is permitted to remove or make copies of any student records, reports or documents without having the need to know, providing the proper authorization for disclosure and signing the appropriate document to verify access to records and/or reports. Due to the seriousness, disclosure of confidential information could lead to dismissal.

Job Descriptions

Job descriptions are on file and available in our central office. They may be requested in writing from the central office.

Highly Qualified Requirements

No Child Left Behind legislation has required that paraprofessionals working in Title I buildings meet the “highly qualified” requirements. Tri-County Special Education Interlocal #607 encourages all of its paraprofessional staff to meet these requirements. In order to meet these requirements paraprofessionals must: hold an Associate’s Degree (or higher) from an accredited university or college, complete 48 college credit hours, pass the Paraeducator Test. Once a paraprofessional had obtained the “highly qualified” requirement, they become eligible for a pay differential.

Duties and Responsibilities

The role of the instructional paraprofessional is vital to the success of our special education and related service programming. The role of the paraprofessional is to assist certified and licensed paraprofessionals in the instruction of exceptional children. The effective use of a paraprofessional clearly depends upon the professional staff member, his/her leadership style, his/her perception of the role, and his/her ability to incorporate the paraprofessional in the program. Tri-County Special Education Interlocal #607 has identified acceptable duties and responsibilities for paraprofessional staff. While this list is not intended to be all-inclusive, the following are some activities that are appropriate and acceptable for the paraprofessional employee.

- Assist in organizing field trips.
- Read aloud or listen to children read.
- Assist students in performing activities that have been initiated by the teacher.
- Hand out papers and collect paper work.
- Assist with supplementary work for advanced pupils.
- Provide special help such as drilling with flash cards, spelling, and play activities.
- Assist in preparing instructional materials.
- Reinforce learning with small groups.
- Assist children in learning their names, addresses, telephone numbers, birthdays, and parents’ names.
- Supervise free play activities.

- Prepare flash cards and charts.
- Prepare art supplies and other materials.
- Hear requests for help, observe learning difficulties from pupils, and reports such matters to teachers.
- Score objective tests and papers and keep appropriate records for teachers.
- Escort children on educational trips outside the classroom with teacher and appropriate adult support.
- Support the teacher in the areas of sewing, cooking, industrial arts, and physical education.
- Assist in setting up learning centers.
- Provide assistance with individualized programmed materials.
- Assist in educational demonstrations for the class or small groups.
- Work with individual students or small groups on language development as outlined by the speech pathologist.
- Arrange classroom according to teacher's plan.
- Follow instructions under the leadership of the teacher.
- Assist in the supervision of lunchroom, playground, and/or restrooms.
- Prepare or help prepare room or program inventories.
- Assist children in walking, using wheelchairs and using special equipment.
- Be alert in assisting to maintain desirable behavior standards.

The following have been determined to be unacceptable activities for paraprofessionals:

- To become solely responsible for the classroom or a professional service.
- To become responsible for the diagnostic and programming functions.
- To become solely responsible for preparing lesson plans.

- To become responsible for initiating original concept instruction.
- To become responsible for giving grades.
- To grade subjective or essay tests.
- To be utilized as a substitute teacher, unless certified as such.
- To assume full responsibility for supervising assemblies or field trips.
- To regulate student behavior through corporal punishment or similar discipline.
- To treat injuries or other medical needs with the authorization and training from appropriate personnel.
- To be assigned to work with the most difficult students the majority of the day, unless specifically hired to do so in an attendant care position.
- To communicate directly with parents or school personnel regarding students issues, unless specifically asked to do so by the Supervising Teacher.

Compensation and Benefits

Salaries

The hourly wages for paraprofessional staff for the current year is determined by the **Tri-County Special Education Interlocal #607 Board of Education**. Paraprofessional staff will be notified of their hourly rate in the fall of each year. Paraprofessionals that meet the “highly qualified” requirements will receive a pay differential.

Paychecks/Payroll

Payroll activities are conducted by the **Board Clerk**. All necessary paperwork must be completed by the employee before the payroll can be processed. Employees will be paid on or before the 15th of each month.

Payroll checks are paid through direct deposit. It will be the responsibility of each employee to provide the necessary information to the Board Clerk to facilitate a direct deposit payment (e.g., checking account number, savings account number, the name of the financial institution for which the money is to be deposited, etc.). Once this information has been provided it will remain in effect unless a change is requested by the employee. Changes will be permitted only at the beginning of the contract year or,

should extenuating circumstances arise during the year, only by approval of the Director.

Payroll Deductions

Within thirty (30) days after receipt of written authorization from a certified/licensed professional, the Board shall deduct from the salary of the employee and make appropriate remittance for:

Annuities: Employees desiring to enroll in an annuity may do so only during the months of September and January and only with companies approved by the Board and/or its Third Party Administrator (TPA). Enrollments will be held at the time of an individual's initial employment, in advance of the first payroll of the new school term (September), and/or in accordance with provisions set forth in the Internal Revenue Code. This applies also to changes in participation status during the school year.

Credit Union: Teachers desiring to have an amount deducted from payroll checks to be transmitted as savings to a credit union approved by the Board of Education shall file written authorization with the Board Clerk. The minimum amount which any teacher may authorize shall be \$5.00 per month. Each teacher may have only one such deduction in effect at any one time. The Board of Education will in no way be liable for any monies after such monies have been transmitted to the designated Credit Union.

Life Insurance: Teachers desiring to enroll in additional life insurance options approved by the Board of Education may have the monthly payment deducted from their paychecks. Additionally, the Board will provide a \$10,000 life insurance policy for each employee.

Travel Reimbursement

Paraprofessionals will be reimbursed for travel/mileage that is required as a part of their job. This travel must be a part of the employee's regular job responsibilities and must be prior approved by the Supervising Teacher.

When using personal car, the rate of reimbursement per mile will be established by the Board. Travel between buildings or in the district, in the exercise of official assignments, will be reimbursed at a mileage rate established by the Board. Reimbursement for mileage shall be submitted using the *Mileage Record Form*, and should detail the actual odometer readings and reasons for travel.

(See Board Policy GBRF-R)

Cafeteria Plan – Section 125

The Tri-County Special Education Interlocal #607 Board of Education will select and provide a salary reduction plan for each certified/licensed employee. Each employee may utilize the plan to select health insurance (family or single), cancer insurance, dental insurance, vision insurance, medical reimbursement, or dependent childcare reimbursement. Each employee must select his/her option on or before September 10th and the selected options will remain in effect without change for the remainder of the contract year. The only accepted allowable changes will be for legal reasons, such as marriage, divorce, etc.

The health insurance plans referred to above will be provided by a company or companies selected by the Board of Education.

KPERS (Kansas Public Employee Retirement System)

The Kansas Legislature created KPERS in 1962 to provide Kansans with careers in public service the opportunity to build a nest egg for retirement that would last a lifetime. Besides retirement benefits, KPERS also provides life insurance, long-term disability benefits and a death benefit for retirees. Because the Retirement Act requires that the State of Kansas participate, membership in the System is mandatory for all state employees. During your employment at Tri-County Special Education Interlocal #607, a portion of your monthly gross income will be deducted from your salary and transmitted to KPERS. The state of Kansas will match that contribution. You are a vested member when you have ten years of credited service. If you withdraw funds from your KPERS account prior to being vested, you will lose the state match, but will be eligible to withdraw your contributions, plus any interest accrued. Questions regarding KPERS should be directed to the Board Clerk or KPERS, 611 S. Kansas Avenue, Suite 100, Topeka, Kansas 66603-3803.

Workman's Compensation

Tri-County Special Education Interlocal #607 employees are covered through our Workman's Compensation Insurance Coverage as required by current statute. The combined workers compensation benefits and salary received under allowed sick leave, or other available leave, shall not exceed one full day's pay. Workers compensation coverage is provided for all employees regardless of assignment, length of assignment, and/or hours worked per day. Benefits are for personal injury from accident or industrial diseases arising out of and in the course of employment with this agency.

The workers compensation plan will provide coverage for medical expenses and wages to the extent required by statute to those employees who qualify; however, the amount of workers compensation benefits and sick leave benefits shall not exceed a regular daily rate of pay. An employee using sick leave, or other available leave, in combination with workers compensation will be charged for one full or partial day of sick leave, as provided for in the sick leave policy, for each day of absence until the employee's sick leave is exhausted.

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. Whenever an employee is absent from work and is receiving benefits due to a work-related injury or is receiving Tri-County paid disability insurance, the employee may use available paid sick leave to supplement the worker compensation or Tri-County paid disability insurance payments. Workers compensation benefits and FMLA benefits provided in a board approved plan shall run concurrently, if both are applicable. In no event shall the employee be entitled to a combination of workers compensation benefits, Tri-County paid disability insurance, and wages in excess of his/her full daily wage. Available paid sick leave may be used for this purpose until: (a) available paid sick leave benefits are exhausted; (b) the employee returns to work; or (c) employment is terminated. Sick leave shall be deducted on a prorated amount equal to the percentage of salary paid by the Interlocal.

The board shall reserve the right to choose a designated health care provider to provide medical assistance to any employee who suffers an injury while performing their job.

If you are injured while on the job, you should immediately report your injury to your immediate supervisor or building principal. You must complete an accident report and seek medical treatment as appropriate or as advised. The accident report should be submitted to the Board Clerk, as soon as possible following the incident.

(See Board of Education Policy EBAA, GAOE)

Unemployment

Employees who are terminated or non-renewed may be eligible for unemployment benefits. Please contact your local unemployment office for more details.

Nepotism

The Board of Education will be informed upon the employment of an employee who is the father, mother, brother, sister, wife, son, husband, daughter, son-in-law, daughter-in-law, of the Director, central office administrative staff, building administrator or any other member of the Board. Employees with the noted relationship will not report directly to the relative.

This provision shall not apply to any person, within such relationship or relationships who has been regularly employed by the board prior to the adoption of this policy.

The Director shall make every reasonable effort to determine whether candidates for employment in the cooperative are related to current employees. If a candidate for employment is related to an administrative or central office employee or member of the Board, the Director will make this fact known to the Board before any recommendation is made to fill a vacancy.

(See Board of Education Policy GAGA and GAGA-R)

Leaves and Absences

Sick Leave

The Tri-County Special Education Interlocal #607 Board of Education will grant each paraprofessional hired ten (10) days sick leave per contract year on the first day that the paraprofessional reports for duty in that contract year. Unused sick leave shall accumulate to a maximum of sixty (60) days. Paraprofessionals in their first year of employment with Tri-County Special Education Interlocal #607 will be granted one sick leave day per month for the first six months. Upon completion of six months of employment, the additional four days of sick leave will be granted. Paraprofessionals should contact their Supervising Teacher when they are sick and unable to work. The time sheet should then reflect that sick leave was used on a specific date.

Personal Leave

Personal business leave may be granted with the prior approval of and at the discretion of the Director. Personal business leave must be requested in advance and on the proper form provided by the Director. One (1) day personal business leave will be allowed for all paraprofessional staff annually.

Bereavement Leave

Tri-County Special Education Interlocal #607 employees are entitled to bereavement leave to attend a funeral of a friend or any relative not in the immediate family. Bereavement leave is deducted from available sick leave days in increments of 0.5 days.

Family Medical Leave Act (FMLA)

Family and medical leave as required by federal law shall be granted for a period of not more than 12 weeks during a 12-month period. For purposes of this policy, a 12-month period shall be defined as a fiscal year beginning on July 1 and ending on the following June 30. Spouses employed by the district may only take an aggregate of 12 weeks of leave for the birth or adoption of a child or to care for a child with a serious health condition

Leave is available because of the (1) the birth of a son or daughter of the employee and to care for the son or daughter; (2) the placement of a son or daughter with the employee for adoption or foster care and to care for the newly placed child; (3) to allow the employee to care for the employee's spouse, son, daughter or parent with a serious health condition; or (4) a serious health condition of the employee that makes the employee unable to perform the functions of his or her job. (5) any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to achieve active duty) in support of a contingency operation; and, (6) the need to care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service member. Eligible employees are for reason (6) only, entitled to a combined total of 26 work weeks of leave during a 12-month period. (Leave for reason 1 or 2 must be taken within 12 months of birth or placement of the child.)

The leave shall normally be unpaid leave. However, if the employee has any paid vacation, personal, or sick leave that is available for use because of the reason for the leave, the paid leave shall be used first and counted toward the annual family and medical leave. The director will notify the employee of the beginning date of family and medical leave and the amount of the employee's accrued paid leave designated as family and medical leave.

The employee is eligible for family and medical leave if he or she has been employed by the Interlocal for at least 12 months and has worked at least 1250 hours during the 12 month period immediately preceding the commencement of the FMLA leave.

During the period of any unpaid family and medical leave, the Board shall continue to pay the employer's share of the cost of group health benefits in the same manner as

paid immediately prior to the leave. Any employee portion of the cost shall be paid by the employee to the clerk of the board on the payroll date or other time as the employee and the director may agree prior to the commencement of leave. The Board may terminate group health coverage if the employee's portion of the payment is not received within thirty days of the due date, so long as written notice of the delinquency in payment and the notice of intent to terminate coverage are sent at least 15 days prior to the termination.

When leave is foreseeable, the employee shall give written notice 30 days in advance. If leave is not foreseeable, notice will be given as soon as practicable.

Upon the employee providing notice of need for leave, the employer will notify the employee of the following within 5 business days, absent extenuating circumstances:

- a. whether or not the employee is eligible for FMLA leave,
- b. any requirements for medical certification,
- c. employer requirement of substituting paid leave,
- d. requirements for premium payments for health benefits and employee responsibility for repayment if employer pays employee share,
- e. right to be restored to same or equivalent job,
- f. any employer required fitness-for-duty certifications.

The Director may require an instructional employee to continue leave until the end of a semester if the leave begins more than five (5) weeks before the end of the semester and lasts more than three (3) weeks and the return would occur during the last three (3) weeks of the semester. If the leave is for a reason other than the employee's serious health conditions for a qualifying exigency as described in section (5) above, the Director may require an instructional employee to continue leave until the end of a semester if: (a) the leave begins in the last five (5) weeks of a semester, will last more than two (2) weeks and the return to work would occur in the last two (2) weeks of a semester; and, (b) the leave begins in the last three (3) weeks of a semester, and lasts more than five (5) days.

Military Leave

Employees are entitled to military leave under the **Uniformed Services Employment and Reemployment Act of 1994**. The Act applies to military service that began on or after December 12, 1994 or military service that began before December 12, 1994 if the employee was a reservist or National Guard member who provided notice to the employer before leaving work.

Reemployment rights extend to persons who have been absent from work because of “service in the uniformed services.” The uniformed services consist of the following military branches:

Army, Navy, Marine Corps, Air Force or Coast Guard.

Army Reserve, Navy Reserve, Marine Corps Reserve, Air Force Reserve or Coast Guard Reserve.

Army National Guard or Air National Guard.

Commissioned corps of the Public Health Service.

Any other category of persons designated by the President in time of war or emergency.

“Service” in the uniformed services means duty on a voluntary or involuntary basis in a uniformed service, including:

Active duty.

Active duty for training.

Initial active duty for training.

Inactive duty training.

Full-time National Guard duty.

Absence from work for an examination to determine a person’s fitness for any of the above types of duty.

The employee may be absent for up to five (5) years for military duty and retain reemployment rights. There are, however, exceptions which can exceed the five (5) years limit. Reemployment protection does not depend on the timing, frequency, duration or nature of an individual’s service. The law enhances protections for disabled veterans including a requirement to provide reasonable accommodations and up to two (2) years to return to work if convalescing from injuries received during service or training.

The returning employee is entitled to be reemployed in the job that they would have attained had they not been absent for military service, with the same seniority, status and pay, as well as other rights and benefits determined by law. If necessary, the employer must provide training or retraining that enables the employee to refresh or upgrade their skills so they can qualify for reemployment. While the individual is performing military service, he or she is deemed to be on a furlough or leave of

TIME SPENT ON RETURN TO WORK OR APPLICATION FOR MILITARY DUTY REEMPLOYMENT

Less than 31 days: Must return at the beginning of the next regularly scheduled work period on the first full day after release from service, taking into account safe travel home plus an eight (8) hour rest period.

More than 30 but less than 181 days: Must submit an application for reemployment within 14 days of release from service.

More than 180 days: Must submit an application for reemployment within 90 days of release from service.

absence and is entitled to the non-seniority rights accorded other individuals on non-military leaves of absence. Individuals performing military duty of more than 30 days may elect to continue employer sponsored health care for up to 18 months at a cost of up to 102 percent of the full premium. For military service of less than 31 days, health care coverage is provided as if the individual had never left. All pensions which are a reward for length of service are protected.

Individuals must provide advance written or verbal notice to their employers for all military duty. Notice may be provided by the employee or by the branch of the military in which the individual will be serving.

Notice is not required if military necessity prevents the giving of notice; or, the giving of notice is otherwise impossible or unreasonable.

Accrued vacation or annual leave may be used (but is not required) while performing military duty. The individual's timeframe for returning to work is based upon the time spent on military duty.

The individual's separation from service must be under honorable conditions in order for the person to be entitled to reemployment rights. Documentation showing eligibility for reemployment can be required. The employer has the right to request that an individual who is absent for a period of service of 31 days or more provide documentation showing:

the application for reemployment is timely;

the five-year service limitation has not been exceeded; and,

separation from service was under honorable conditions.

If documentation is not readily available or it does not exist, the individual must be reemployed. However, if after reemploying the individual, documentation becomes available that shows one or more reemployment requirements were not met, the employer may terminate the individual, effective immediately. The termination does not operate retroactively.

Questions should be directed to Veterans' Employment and Training Service, U.S. Department of Labor.

Kansas law also requires reemployment if an individual is called to active duty by the state.

(See Board of Education Policy GARID)

Jury Duty

Tri-County Special Education Interlocal #607 employees may be granted temporary leave to appear in court to answer a jury summons or for reasons other than personal neglect or violation of the law. The amount paid for jury duty or witness fees, if any, shall be turned over to the Tri-County Special Education Interlocal #607 Board Clerk or Treasurer by endorsing the check.

Employee Relations and Communication

Recognition and Appreciation

Continuous efforts are made throughout the year to recognize employees who make an extra effort to contribute to the success of our agency. Employees are recognized at Board of Education meetings and through special events and activities. Recognition and appreciation activities include, but are not limited to, awards for years of services and teacher appreciation week.

Complaints and Grievances

Complaints

Tri-County Special Education Interlocal #607 Board of Education encourages all complaints regarding the agency be resolved at the lowest possible administrative level. Whenever a complaint is made directly to the Board of Education or to a board member as an individual, it will be referred to the administration for study and possible solution.

Grievance Procedure

A cooperative atmosphere is a necessity for a productive classroom. However, problems do arise among staff which must be directed toward and acted upon in a diplomatic manner. Tri-County Special Education Interlocal #607 counsels its employees to take careful, sequential steps in restoring troublesome situations. These steps involve active listening and thoughtful communication. When a paraprofessional has a concern or problem, the first step in this communication process is to discuss it with their Supervising Teacher. If this course of action is not successful, then the building principal should be contacted. If further action or attention is required, the Para Facilitator, the Coordinator or the Director should be contacted.

Suspension

The Director may suspend an employee for any one or more of the following reasons: **alleged violation of board policy, rule or regulation; the filing of a formal complaint against the employee with any civil authority or the charging of the employee with an alleged commission of an offense involving moral turpitude; or other just cause.**

The Director shall have the authority to suspend classified employees with or without pay. If a suspension without pay is imposed on a classified employee, the employee is entitled to pay until the employee has been advised of the basis for suspension and has been given an opportunity to respond. The severity of the infraction will determine the length of the suspension and whether any compensation will be allowed.

(See Board of Education Policy GCK)

Employee Conduct

Standards of Conduct

Whenever people gather together to achieve goals, some rules of conduct are needed to help everyone work together efficiently, effectively, and harmoniously. Some people have problems with “rules” and “authority figures” and past experience may have justified those thoughts and feelings. However, at Tri-County Special Education Interlocal #607, we hold ourselves to a high standard of quality where rules and authority figures simply assure that quality is maintained.

By accepting employment with Tri-County Special Education Interlocal #607, you have a responsibility to this agency and to your fellow employees to adhere to certain rules of behavior and conduct. The purpose of these rules is not to restrict your rights,

but rather to be certain that you understand what conduct is expected and necessary. When each person is aware that he or she can fully depend upon fellow workers to follow the rules of conduct, then our agency will be a better place to work for everyone.

Generally speaking, we expect all employees to act in a mature and responsible way at all times. However, to avoid any possible confusion, some of the more obvious unacceptable activities are noted here. Your avoidance of these activities will be to your benefit as well as the benefit of our agency. If you have any questions concerning any work or safety rule, or any of the unacceptable activities, please see your Coordinator for an explanation.

Occurrences of any following violations, because of their seriousness, may result in disciplinary action:

- Willful violation of any Tri-County Special Education Interlocal #607, or school district rule; any deliberate action that is extreme in nature and is obviously detrimental to this agency's efforts to operate efficiently and effectively.
- Negligence or any careless action which endangers the life or safety of another person.
- Being intoxicated or under the influence of controlled substance drugs while at the work place. Use or possession or sale of controlled substance drugs in any quantity while on agency or school district premises except medications which do not impair work performance and are prescribed by a physician.
- Unauthorized possession of dangerous or illegal firearms, weapons or explosives on agency or school district premise or while on duty.
- Engaging in criminal conduct or acts of violence, or making threats of violence toward anyone on agency or school district premises or while representing Tri-County Special Education Interlocal #607; fighting, or horseplay or provoking a fight on agency or school district premises, or negligent damage of property.
- Insubordination or refusing to obey instructions properly issued by your Tri-County Special Education Interlocal #607 supervisor or building administrator pertaining to your work.
- Threatening, intimidating or coercing fellow employees on or off the agency or school district premises – at any time, for any purpose.

- Engaging in an act of sabotage; willfully or with gross negligence causing the destruction or damage of agency or school district property, or the property of fellow employees, students, or visitors in any manner.
- Theft of agency or school district property or the property of fellow employees; unauthorized possession or removal of any agency or school district property, including documents from the premises without prior permission from administration; unauthorized use of agency or school district property for personal reasons; using agency or school district equipment for profit.
- Dishonesty; willful falsification or misrepresentation on your application for employment or other work records; lying about sick or personal leave; falsifying reason for a leave of absence or other data requested by the agency; alteration of agency records or other agency documents.
- Violating the non-disclosure agreement; giving confidential or proprietary agency information to other organizations or to unauthorized agency employees; breach of confidentiality or personnel information.
- Malicious gossip and/or spreading rumors; engaging in behavior designed to create discord and lack of harmony; interfering with another employee on the job; willfully restricting work output or encouraging others to do the same.
- Immoral conduct or indecency on agency or school district property.
- Conducting a lottery or gambling on agency or school district premises.

Occurrences of any of the following activities, as well as violations of any agency or school district rules or policies, may be subject to disciplinary action. This list is not all-inclusive.

- Any act of harassment, sexual, racial or other; telling sexist or racial-type jokes; making racial or ethnic slurs.
- Leaving work before the end of a workday or not being ready to work at the start of a workday without approval of your supervisor or building administrator; stopping work before a time specified for such purposes.
- Sleeping on the job; loitering or loafing during working hours.
- Excessive use of agency or school district telephone for personal calls; excessive use of personal cell phones for personal business during the work day.

- Leaving your school assignment during your work hours without the permission of your supervisor or building administrator, except for normal job responsibilities.
- Smoking on agency or school district premises.
- Creating or contributing to unsanitary conditions.
- Posting, removing or altering notices on any bulleting board on agency or school district property without the permission of your supervisor or building administrator.
- Obscene or abusive language toward and administrator, employee, student, or parent; indifference or rudeness towards a student or fellow employee; any disorderly/antagonistic conduct on agency or school district premises.
- Speeding or careless driving of an agency or school district vehicle.
- Failure to immediately report damage to, or an accident involving agency or school district equipment.
- Soliciting during working hours and/or in working areas; selling merchandise or collecting funds of any kind for charities or others without authorization during school hours, or at a time or place that interferes with the work of another employee on agency or school district premises.
- Failure to maintain a neat and clean appearance in terms of the standards established by your supervisor or building administrator; any departure from accepted conventional modes of dress or personal grooming; wearing improper or unsafe clothing.
- Consuming food and beverages in undesignated areas.

Ethical Considerations for Paraprofessionals

The paraprofessional should observe the following ethical considerations:

- Engage only in activities for which you are trained.
- Discuss children (progress or problems) only with appropriate school personnel.
- Discuss school problems only with appropriate school personnel.

- Respect dignity and individuality of all students, parents and staff.
- Refrain from discriminatory practice based on disability, race, sex, cultural background or religion.
- Take action to insure best interests of students.
- Serve as a positive role model for students in personal interactions and communication.
- Use behavior and instructional management strategies consistent with school standards.
- Respect confidentiality of information about students.
- Refer concerns expressed by parents, students, or others to your Supervising Teacher.
- Represent the educational agency in the community and refrain from expressing negative opinions in public.
- Express differences of opinion regarding instruction or behavior management only when students are not present.
- Work at keeping communication channels open.

Whistleblowers

The Interlocal will actively respond to any complaints, reports or inquiries about illegal practices or violations of Interlocal policies, including illegal or improper conduct by the Interlocal, its leadership or by others on its behalf. Reports could include, but not limited to, financial improprieties, accounting or audit matters, ethical violations or other similar illegal or improper practices or policies. The Interlocal prohibits retaliation by or on behalf of the Interlocal against staff members who make good faith complaints, reports or inquiries under this policy or for participation in a review or investigation under this policy. This protection extends to those whose allegations are made in good faith but prove to be mistaken. The Interlocal reserves the right to discipline persons who make bad faith, knowingly false, or vexatious complaints, reports or inquiries or who otherwise abuse this policy. Complaints, reports or inquiries may be made under this policy on a confidential or anonymous basis for the complaints, reports or inquiries. They should be directed to the Director. (If the Director is implicated in the complaint, report or inquiry, it should be directed to the board of education). The Interlocal will conduct a prompt review or investigation. The Interlocal may be unable

to fully evaluate a vague or general complaint, report or inquiry that is made anonymously.

(See Board of Education Policy DC)

Disciplinary Action

Unacceptable behavior may be dealt with in the following manner:

Verbal Warning

Written Warning

Evaluation

Review of Evaluation

Review of Progress

Dismissal, if warranted

Written warnings shall include the reasons for the supervisor's dissatisfaction and any supporting evidence. Employees have the right to refute the opinion of the administrator at the time the warning is issued. This must be done in writing. Disciplinary actions may also include suspensions, with or without pay, or other measures deemed appropriate to the circumstance.

All pertinent facts will be carefully reviewed, and the employee will be given a full opportunity to explain his/her conduct before any decision is reached. The Director will do a review of the situation and will make recommendations for possible solutions or further action.

Sexual Harrassment

Tri-County Special Education Interlocal #607 is committed to providing a work environment that is free from the distractions of sexual harassment. Sexual harassment of employees or students of the district by Board members, administrators certificated and support personnel, students, vendors and any others having business with the school district is strictly prohibited.

Sexual harassment is unlawful discrimination on the basis of sex under Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964, and the Kansas Act Against Discrimination. All forms of sexual harassment are prohibited at

school, on school property, and at all school-sponsored activities, programs or events. Sexual harassment against individuals associated with the school is prohibited, whether or not the harassment occurs on school grounds.

It shall be a violation of board policy for any student, employee or third party to sexually harass any student, employee or other individual associated with the school. It shall further be a violation for any employee to discourage a student or another employee from filing a complaint, or to fail to investigate or refer for investigation, any complaint lodged under the provisions of board policy. Violation of board policy by any employee shall result in disciplinary action, up to and including termination.

Sexual harassment shall include, but not be limited to, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when: 1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; 2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or 3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

The Interlocal encourages all victims of sexual harassment and persons with knowledge of such harassment to report the harassment immediately. Complaints of sexual harassment will be promptly investigated and resolved.

Employees who believe they have been subjected to sexual harassment should discuss the problem with their immediate supervisor. If an employee's immediate supervisor is the alleged harasser, the employee should discuss the problem with the building principal or the Interlocal compliance coordinator.

Employees who do not believe the matter is appropriately resolved through this meeting may file a formal complaint under the Interlocal's discrimination complaint procedure.

Complaints received will be investigated to determine whether, under the totality of the circumstances, the alleged behavior constitutes sexual harassment under the definition outlined above. Unacceptable conduct may or may not constitute sexual harassment, depending on the nature of the conduct and its severity, persuasiveness and persistence. Behaviors which are unacceptable but do not constitute harassment may also result in employee discipline.

Any employee who witnesses an act of sexual harassment or receives a complaint of harassment from another employee or a student shall report the complaint to the building principal. Employees who fail to report complaints or incidents of sexual harassment to appropriate school officials may face disciplinary action. School administrators who fail to investigate and take appropriate corrective action in response to complaints of sexual harassment may also face disciplinary action.

Initiation of a complaint of sexual harassment in good faith will not adversely affect the job security or status of an employee, nor will it affect his or her compensation. Any act of retaliation against any person who has filed a complaint or testified, assisted, or participated in an investigation of a sexual harassment complaint is prohibited. Any person who retaliates is subject to immediate disciplinary action, up to and including termination of employment.

(See Board of Education Policy GAAC)

Staff/Student Relations

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

(See Board of Education Policy GAF)

Hazing, Intimidation and Bullying

The board is committed to providing a positive and productive learning and working environment. Hazing, harassment, intimidation, menacing or bullying by students, staff or third parties is strictly prohibited and shall not be tolerated within the Interlocal area. Bullying in any form, including electronic means, is strictly prohibited while on or using school property, in an Interlocal vehicle or at an Interlocal sponsored event.

Staff whose behavior is found to be in violation of this policy will be subject to discipline, up to and including dismissal. Students and third parties whose behavior is found to be in violation of this policy will be dealt with according to local district policies. Staff who witness or become aware of hazing, harassment, intimidation, menacing or bullying by students, staff or third parties should report it immediately to their supervisor.

Drug Abuse – Drug Free Schools

Tri-County Special Education Interlocal #607 is committed to maintaining a drug-free environment and will not tolerate the use of illegal drugs in the workplace.

As a condition of employment with the agency, employees shall abide by the terms of this policy.

Employees shall not unlawfully manufacture, distribute, dispense, possess or use controlled substances in the workplace.

Any employee who is convicted under a criminal drug statute for violation occurring at the workplace must notify the Director of the conviction within five days after the conviction.

Within 30 days after the notice of conviction is received, the agency will take appropriate action with the employee. Such action may include the initiation of termination proceedings, suspension, placement on probationary status, or other disciplinary action. 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 intended to implement the requirements of the federal regulations promulgated under the Drug Free Workplace Act of 1988, 34 CFR Part 85, Subpart F. It is not intended to supplant or otherwise diminish disciplinary personnel actions which may be taken under existing board policies or the negotiated agreement.

The Board believes that maintaining a drug free work place is important in establishing an appropriate learning environment for the students of the cooperative. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the cooperative.

Maintaining drug free schools is important in establishing an appropriate learning environment for the cooperative's students. The unlawful possession, use, or distribution of illicit drugs and alcohol by school employees on school premises or as a part of any school activity is prohibited.

As a condition of continued employment with the agency, all employees shall abide by the terms of this policy. Employees shall not unlawfully manufacture, distribute, dispense, possess or use illicit drugs, controlled substances, or alcoholic beverages on cooperative property or at any school activity. Compliance with the terms of this policy is mandatory. Employees who are found violating the terms of this policy will be reported to the appropriate law enforcement officers. Additionally, an employee who violates the terms of this policy will be subject to the following sanctions:

Short term suspension with pay;

Short term suspension without pay;

Long term suspension without pay;

Required participation in a drug and alcohol education, treatment, counseling, or rehabilitation program;

Termination or dismissal from employment.

Prior to applying, sanction under this policy, employees will be afforded all due process rights to which they are entitled under their contracts or the provisions of Kansas law. Nothing in this policy is intended to diminish the right of the cooperative to take any other disciplinary action which is provided for in the cooperative policies or the negotiated agreement.

If it is agreed that any employee shall enter into and complete a drug education or rehabilitation program, the cost of such program will be borne by the employee. Drug and alcohol counseling and rehabilitation programs are available for employees of the cooperative. A list of available programs along with names and addresses of contact persons for the program is on file with the board clerk.

Employees are responsible for contacting the directors of the programs to determine the cost and length of the program, and for enrolling in the programs.

(See Board of Education Policy GAOA, GAOA-R, GAOB, GAOB-R approved 8-12-92)

Child Abuse

All employees are required by state law to immediately report any suspected child abuse or neglect to SRS. Employees who suspect that a student has been or may be abused or neglected should report their concerns to their building principal or Coordinator as soon as possible.

Safety

Tri-County Special Education Interlocal #607 encourages all employees to perform their job responsibilities as safely as possible. To prevent or minimize injuries to employees, coworkers, and students, and to protect and conserve equipment, employees must comply with the following requirements:

- Observe all safety rules.
- Keep work area clean and orderly at all times.
- Immediately report all accidents to building administrator or immediate supervisor.
- Operate only that equipment for which they have training and authorization.

Copyrighted Materials

Employees are expected to comply with the provisions of copyright law relating to the unauthorized use, reproduction, distribution, performance, or display of copyrighted materials (i.e. printed material, videos, computer data and programs, etc.). Duplication or backups of computer programs and data must be made within the provisions of the purchase agreement.

Computer Use

Each of our seven school districts has specific policies and procedures regarding computer use and data management. These electronic communication systems, including network access to the Internet, are to be used for administrative and instructional purposes only. Electronic mail transmissions and other use of electronic communication systems are not confidential and can be monitored at any time to ensure appropriate use.

Employees and students who are authorized to use the systems are required to abide by the provisions of the district's or the agency's communications systems policy and administrative procedures. Failure to do so can result in suspension or termination of privileges and may lead to disciplinary action. Employees with questions about computer use and data management can contact the Director.

Asbestos

The Asbestos Hazard Emergency Response Act of 1986 (referred to as AHERA), was enacted several years ago by Congress. AHERA was enacted to determine the extent of and to develop solutions for any problems schools may have with asbestos.

As a reminder we want to give you some background, asbestos has been used as a building material for many years. It is a naturally occurring mineral that is mined primarily in Canada, South Africa, and the U.S.S.R. Asbestos' properties made it an ideal building material for insulating, sound absorption, decorative plasters, fireproofing, and a variety of miscellaneous uses. There have been over 3,000 different products made using asbestos materials. EPA began action to limit uses of asbestos products in 1973 and most uses of asbestos products as building materials were banned in 1978.

We will continue working under the developed asbestos management plan for our facilities which includes: a notification letter, education and training of our employees and a set of plans and procedures designed to minimize the disturbance of the asbestos

containing materials and plans for regular surveillance of the asbestos-containing materials.

To comply with this law, all employees, parents or guardians of children – preschool through twelfth grade – must be notified of the inspection. The inspection of Tri-County Building was conducted on September 8, 1988. Asbestos was identified in the furnace room only of the Tri-County Special Education Building, located at 220 E. Chestnut in Independence. They do not pose a health problem as it is non-friable and is not damaged. Also, as required, each three years by AHERA, our facilities were re-inspected by M.D. Chemical and Testing Company, Inc., Topeka, March 24, 1992, by the Ecosphere Environmental Services, Lawrence, June 23, 1995, and by Lonnie R. Hazen, Southeast Kansas Education Service Center on November 13, 1997, October 5, 2000, and August 22, 2003. The non-friable and undamaged asbestos continues to pose no threat or health problem. On January 6, 1992, the building housing the Special Needs Vocational Program, 1101 N. 13th, was inspected by M.D. Chemical and Testing Company, Inc., Topeka, and was found to contain no asbestos. Also, as required by AHERA, our facilities are inspected every six months by Ron Harley, Tri-County designated certified asbestos inspector.

A management plan is on file with the Kansas Department of Health and Environment as of October 12, 1988. A copy of the asbestos management plan is available for your inspection in our administrative offices during regular office hours. Mr. Ron Harley is our Asbestos Program Manager and all inquiries regarding the plan should be directed to him.

We are implementing the asbestos management plan. We are intent on not only complying with, but exceeding federal, state and local regulations in this area. We plan on taking whatever steps are necessary to ensure that the children and our employees have a healthy, safe environment in which to learn and work.

Dress Code

The seven USDs served by Tri-County Special Education Interlocal #607 vary in their individual requirements regarding the dress code for professional staff. Any questions regarding appropriate dress should be directed to your Supervising Teacher.

Use of Personal Vehicle

Tri-County Special Education Interlocal #607 encourages employees to use agency vehicles for the transportation of students and/or families for school related activities. Please refrain from using personal vehicles for this task. If employees require an agency vehicle for this purpose, they should contact the central office to inquire about reserving a vehicle for a specific date and time.

These agency vehicles may also be available when small groups of staff are traveling to professional development activities. Priority is given to student transportation needs, but the central office staff will attempt to meet requests for vehicles as they are available.

General Procedures

Emergency Closing

Emergency closings do occur occasionally for weather related or other types of emergencies. Our seven school districts have established emergency closing procedures. Generally, an announcement is made as early as possible on local radio and television stations. Please contact your building administrator for additional information on school closings.

Administering Medications

Paraprofessional staff may be required to administer medication to students served by Tri-County Special Education Interlocal #607. Employees should refer to individual district policies, student nursing plans on IEPs, and individual training provided by local school district nurses prior to administering medications to any student.

Annual Orientation Meeting

Tri -County Special Education Interlocal #607 plans two (2) days of inservice training prior to the beginning of the school year. All paraprofessional staff are expected to attend and will be paid for their participation in these activities. This inservice training will count towards the required 10-20 hours of annual inservice training.

Extra Duty

Paraprofessionals employed to work extra-duty assignments, assigned from or by the unified school district, should be compensated by the USD as per similar to the USD employees.

Telephone Calls

Employees are expected to be in their assigned program at all times. It is expected that employees shall refrain from taking/making personal phone calls during business hours, unless it is during a scheduled break or an emergency situation. Cell phones should be turned off or

placed on silent mode during business hours.

Termination of Employment

Resignations

The Board of Education will consider the resignation of any employee which is submitted to the board in writing. The Board will accept such resignations only when the Board is of the opinion that such resignations will be in the best interests of the agency.

Policies

Tri-County Special Education Interlocal Board of Education maintains a **Board Policy Handbook**. The policies contained in this handbook are a matter of public record and are available for inspection. Employees may request in writing copies of any Board Policy. There may be a minimal charge for copy expense. Send your requests to Tri-County Special Education Interlocal #607, P.O. Box 668, Independence, KS 67301.

Appendices

Request for Personal Business Leave Form

Mileage Record Form

Time Sheet

Receipt and Acknowledgement

This employee manual is an important document intended to help you become acquainted with Tri-County Special Education Interlocal #607. This manual will serve as a guide; it is not the final word in all cases. Individual circumstances may call for individual attention.

- This personnel manual is not an employee contract. Further, this manual is not considered as either an expressed or implied contract between Tri-County Special Education Interlocal #607 and the employee.
- Anytime the Director is mentioned in this manual, his/her designee is implied.
- As a condition of employment, I _____ agree to follow the rules and regulations, including manuals, which have been adopted by the Board of Education.
- This manual may be changed or modified and items added or deleted at any time as recommended by the Director and approved by the Board of Education, unless provided for in the Negotiated Agreement.

Date: _____

Signature of Employee: _____

