

CLASSIFIED STAFF HANDBOOK 2024-2025

MARION COUNTY SPECIAL EDUCATION
COOPERATIVE #617

Approved by the MCSEC Board of Directors on June 17, 2024

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PHILOSOPHY AND GOALS

1. The Marion County Special Education Cooperative is dedicated to appropriately meeting and serving the needs of all exceptional children within its boundaries. The Cooperative believes that each child, regardless of ability, deserves the opportunity to develop to the maximum potential in a free and appropriate program. There is a deep commitment in the Cooperative in the belief that each exceptional child can have, through proper education, guidance, and training, a meaningful and productive place in society. The dignity and self-esteem of these special students is to be supported in the process.
2. The Board of Directors and the staff of Marion County Special Education Cooperative are committed to the belief that all students can learn and that programs are developed that will best serve the needs of students.
3. Students with different levels of abilities are the educational responsibility of both special education and regular education. To address this responsibility there shall be the goal of acceptance and integration of students in the schools and communities.

GENERAL OBJECTIVES AND MISSION STATEMENT

The general objectives and mission of the Marion County Special Education Cooperative are as follows:

1. To provide a free, appropriate education for every exceptional student within the boundaries of the cooperative districts;
2. To stimulate the development of abilities and skills, however limited or extensive, that each individual possesses;
3. To develop the skills of communication, self-care and basic academics; appropriate habits in safety, work, and leisure time activities; and motor and sensory integrity;
4. To develop in each individual the ability to maintain effective relationships with others, and to maintain internal harmony;
5. To develop some degree of vocational competence and economic productivity, regardless of whether the individual lives within a sheltered or supervised environment or lives in complete or relatively complete economic independence;
6. To provide students with different levels of ability vocational services and modified courses, if necessary, to prepare for the adult world of work;
7. To encourage the special education staff to conference with regular education staff to assist with the maintenance of students in regular education;
8. To support the integration of students into the communities in work study or community service programs; and
9. The Marion County Special Education Cooperative will maintain programs within the cooperative boundaries or contract with other agencies for needed services. Determination of programs and contracted services required to meet the needs of students shall be assessed at least annually and more frequently, if necessary.

Adopted October 20, 1980, Revised March 18, 1991

PARAEDUCATOR ROLES AND RESPONSIBILITIES

The special education paraeducator is qualified to assist certified/licensed staff in the instruction of exceptional children. The paraeducator is a team member who works alongside the special educator. The responsibility of the paraeducator is to follow the program planned by the certified professional. The professional assumes the primary responsibility for the instruction of the students. Following is a comparison of paraeducator and teacher responsibilities:

Supervising Teacher

1. Determines educational needs.
2. Plans instructional programs.
3. Grades students' performance.
4. Takes responsibility for new concepts, skills and each new classroom activity.
5. Revises instructional programs.
6. Designs instructional materials.
7. Designs and implements behavioral intervention plans.
8. Communicates with parents.
9. Responsible for behavioral management.

Paraeducator

1. Scores and compiles data associated with testing and other types of assessment.
2. Assists with the planning process; copies, types, transcribes, files, etc.
3. Checks and scores student work.
4. Reinforces and reviews concepts and skills. Assists students in performing activities initiated by the supervising teacher.
5. Monitors student progress in instructional programs and relates findings to the teacher.
6. Helps develop instructional material designed by the supervising teacher.
7. Monitors and reinforces student performance concerning behavioral interventions through observation; assumes data collection compilation, and other recordkeeping duties.
8. Maintains records associated with the parent conferencing procedure.
9. Manages students during times when the teacher is involved in the regular performance of professional duties or has reasons for being out of the classroom; plays supportive role when the supervising teacher is present.

The delineation of supervisor and paraeducator responsibilities offered above may be further clarified by the following list of paraeducator do's and don'ts.

The paraeducator may:

1. Be left alone in the classroom for short periods of time when supervisor is away
The supervisor remains responsible for the classroom at all times and must remain accessible. Regular Education staff may assume supervisory duties
2. Work without direct supervision with individuals or groups of students.
3. Have specific instructional and management responsibilities for the students.
4. Be involved in student staffing.
5. Be used to support the integration of exceptional students into general classes by tutoring these students in general class assignment and giving tests orally, etc.
6. Be assigned recordkeeping tasks relevant to the classroom assignments.
7. Assist the supervisor in supervising assemblies and group field trips. Take individual students on job-related activities, job interviews, curriculum-based recreation, shopping, etc.

The paraeducator may not:

1. Be used as a substitute for certified teacher, unless actually hired in that capacity and paid accordingly. Paraeducator positions are not to be established in lieu of needed certified or licensed staff.
2. Teach independently new concepts and skills.
3. Be given sole responsibility for working with individual students.
4. Be assigned to attend student staffings in lieu of the supervising teacher.
5. Be given primary responsibility for mainstreaming one or more students or used to teach regular curriculum content to non-exceptional students.
6. Be used to carry out clerical responsibilities usually assigned to other staff members in the building.
7. Take full responsibility for supervising assemblies, field trips or other non-teaching duties usually assigned to teachers.

MCSEC Paraeducator Roles:

- Follows direction of the supervising teacher
- Organizes materials
- Scores tests and papers using keys
- Maintains student data and records
- Assist substitute teachers with daily routine and specific needs of the students
- Be familiar with the academic approach of the teacher, materials in the classroom and the needs of the students in the classroom
- Monitor student progress in instructional programs and relate to the supervising teacher
- Communicate professionally with all staff
- Maintain Lines of Communication

- Demonstrate ethical behavior and confidentiality of information in the school environment and community
- Maintains professional and ethical working relationships with all staff.
- Delivers small group or 1:1 instruction
- Know students' accommodations according to each student's IEP
- Monitors, maintains and reinforces behavior supports for individual student behavior support or crisis plans
- Modifies curriculum and/or instructional materials/activities as directed by the Special Education teacher in general education
- Provides academic, behavioral or emotional support in the general education classroom according to each student's IEP
- Consistently move amongst students to ensure productivity and understanding
- Reinforce and review concepts and skills
- Supports students' development of self-advocacy and independence
- Consistently supporting and engaging positively with students
- Supervise students in the hallway, cafeteria, bus zones, playground and classroom
- Implement feeding, toileting, or other health needs if part of the student's health plan

CONFIDENTIALITY

Parental Rights in Special Education – Confidentiality rights regarding all aspects of students who receive special education intervention are protected by federal, state and local regulations. The Kansas Special Education Exceptional Children Act requires each local board of education in Kansas to provide special education and related services to exceptional children. Exceptional children include children who are gifted in addition to children with disabilities as defined in the Individuals with Disabilities Education Act. A copy of Procedural Safeguards Available to Exceptional Children and Their Parents is available at the Marion County Special Education Cooperative central office.

CONFIDENTIALITY AGREEMENT

Of the Marion County Special Education Cooperative #617 (MCSEC)

ALL EMPLOYEES, VOLUNTEERS, STUDENT INTERNS, STUDENT TEACHERS, MENTORS, SUBSTITUTES, ANY INDIVIDUAL PRESENT BY PERMISSION OF MCSEC and EMPLOYEES OF INDEPENDENT CONTRACTORS

Students in the Marion County Special Education Cooperative #617 or Marion County Schools have the right to expect that information about them will be kept confidential by ALL employees, volunteers, student interns, student teachers, mentors, substitutes, any individual present by permission of MCSEC #617 and employees of independent contractors. Additionally, the U.S. Congress has addressed the privacy-related concerns of educators, parents, and students by enacting the Family Educational Rights and Privacy Act (known more commonly as "FERPA"). Among other provisions, FERPA allows the government to withdraw federal funds from any educational institution, including the Marion County Special Education Coop, which disseminates a student's educational records without his or her parent's consent.

- Each student with whom you work has the right to expect that nothing that happens to him or her will be repeated to anyone other than authorized school district employees, as designated by the administrators at each school. Even when discussing a student with those who are directly involved in a student's education, such as a teacher, principal, or guidance counselor, you may not share otherwise confidential information with them unless it is relevant to the student's educational growth, safety, or well-being.
- You may not share information regarding a student even with others who are genuinely interested in the student's welfare, such as social workers, scout leaders, clergy, or healthcare professionals. You must refer all such questions to the school district employees so authorized to do so, typically the student's classroom teacher or

building principal. The only exception is in the event of an urgent medical emergency, in which confidential information may be necessary for a student's medical care.

- Parents, friends, or community members may, in good faith, ask you questions about a particular student. Again, you must refer all such questions to the classroom teacher or building principal. You may not share information about a student even with members of your own family or the student's family.

- Before you speak, always remember that violating a student's confidentiality is not just disrespectful; it is also against the law.

Confidentiality Agreement:

As an employee, volunteer, student intern, student teacher, substitute for the Marion County Special Education Cooperative, or any individual present by permission of MCSEC #617 agree to the following:

1. I will not discuss with others the identity of any student at any Marion County School.

2. I will not discuss with others the content of any specific student records, nor will I disclose personally identifiable student information, or any other information regarding individual students.

3. I understand that questions about individual students or the content of confidential student records must be directed to the classroom teacher or building principal.

4. I must report any breach or suspected breach in confidentiality, immediately upon my discovery, to the classroom teacher or building principal.

5. Any communication with a parent or guardian shall be carried out by the classroom teacher or the building principal.

6. You, as the employee, are at the school to support designated student(s) in the classroom and/or building.

MANDATED REPORTING OF ABUSE

State law requires that when any employee has reason to suspect that a child has been injured as a result of physical, mental or emotional abuse or neglect or sexual abuse, the person shall report the matter promptly as provided in state statute K.S.A. 38-2223. It is not the responsibility of the school employees to investigate abuse or neglect. Employees are encouraged to report such incidents to the building administrator as well. According to the County Attorney, the initial call should be to the reporting center at 800-922-5330. If they are not open, then Law Enforcement should be called.

PERSONNEL FILE INFORMATION

The following must be on file in the Marion County Special Education Cooperative central office before the classified staff member will be allowed to work.

- Employee Application
- Employee Processing Sheet
- Personal Information and Emergency Contacts
- W-4
- K-4
- Health/TB Test Form

- I-9 Employment Eligibility Verification (include proof of identity)
- Oath or Affirmation of Officer or Employee (must be notarized)
- Kansas Public Employees Retirement System (KPERs) Report of Member Status & Beneficiary Form (must be witnessed)
- Drug Free Policy Signature Sheet
- Section 125 Benefit Selection Salary Reduction Agreement and 403b Election Form
- Authorization Agreement for Direct Deposit of Payroll
- Confidentiality Agreement
- Blue Cross Blue Shield Election Form

DRESS CODE

Classified staff members are expected to dress appropriately and professionally at all times. You will also be expected to follow all dress codes that are established by the building and district in which you work. Piercings and tattoos on the face are highly discouraged, as they may cause students to be distracted during learning times.

USE OF CELL PHONES

Paraeducators are required to leave their cell phones in a safe, designated space during learning time in addition to following in accordance with local district policy. You will be allowed to check your phones at scheduled breaks and lunch. If your position/supervisor requires you to carry your cell phone to stay in contact with your supervising teacher and other staff, you are asked to use it out of view of the students for job-related communication only during school hours.

PROFESSIONAL BOUNDARIES & SOCIAL MEDIA

Maintaining personal, professional and protective boundaries is a crucial consideration for those working in our schools. Keeping our students safe and protecting yourself from the risk of allegations is a priority. Paraeducators should not friend, follow, or otherwise engage with students on social media of any kind. Paraeducators should not post negative comments on their social media accounts that pertain to students, staff or the schools. Paraeducators should maintain professional boundaries in and outside of school activities. You can and should develop good, strong and trusting relationships with the students that you work with. On this basis, always be thoughtful of your language and actions. **Examples of prohibited actions:**

- Use of inappropriate names or terms of endearment. This may give a confusing message.
- Inappropriate conversations, inquiries, and sharing personal information.
- Suggestive humor, jokes or innuendo of a sexual nature.
- Humiliation, profanity, vilification or engaging in harassing behavior on the basis of race, gender, national origin, religion, socioeconomic status, sexual orientation or disability.
- Adopting an on-going support or welfare role, beyond the scope of your position.
- Photographing, publishing, videoing, or audio recording without parental consent.
- Correspondence, communication or tutoring/mentoring to or from students via mobile phone or social media.
- Facilitating or permitting access to pornographic or sexually explicit material.
- Failing to intervene in sexual harassment of students.
- Unwarranted or unwanted touching of a student or their personal belongings.
- Initiating, permitting or requesting inappropriate or unnecessary physical contact with students or situations which unnecessarily result in close physical contact (hugs, kisses, tickling, play fighting).

- Inviting or encouraging students to attend your home or attending student’s homes for social gatherings without a familial relationship.
- Giving gifts or special favors, singling the same students out for special duties or responsibilities.
- Offering after school hours, overnight, weekend or holiday care as respite to parents without the prior knowledge of MCSEC.
- Being alone with students outside of your professional responsibilities.
- Entering changing rooms or stalls occupied by students when your supervision is not required or appropriate (see Intimate Care Policy).
- Transporting students unaccompanied without prior parental permission.

All MCSEC staff shall endeavor to protect the health, safety and emotional well-being of our students and the confidentiality of student record information both in the school setting and in their online actions. Conduct that violates professional and personal boundaries, including, but not limited to, conduct relating to the use of technology, social media, or online resources, may form the basis for disciplinary action up to and including termination from employment.

Marion County Special Education Interlocal
Basic & Intimate Care Procedure

Rationale

All children have a right to safety, privacy and dignity and are entitled to respect and privacy at all times. Occasionally a child requires some help and support with intimate and personal care including toileting, medical care, feeding, drinking, dressing, undressing and showering or washing.

Very occasionally a child is completely dependent on adults for all aspects of their intimate and personal care. Nonetheless, it is essential that intimate and personal needs should be met while at the same time allowing the highest standards of safety, privacy, respect and dignity to be maintained. All children dependent on their abilities, age and maturity will be encouraged to act as independently as possible.

The nature, circumstances and context of the contact that adults have with children should comply at all times with professional codes of practice and professional standards. Adults need to be vigilant about their own behavior, ensure they follow agreed guidelines and policies and be mindful of the needs of the children with whom they work.

Children who require help and support with intimate and personal care must have an Intimate/Personal Care Plan which is agreed with parents and regularly reviewed. Children’s views should be actively sought wherever possible.

Definitions

Basic Care

Basic Care involves supporting children in a variety of needs, which do not include any form of intimate contact.

Intimate Care

Intimate care involves supporting children with toileting, showering and/or cleaning, where intimate physical contact may occur. This should be undertaken by two trained adults.

Procedures

Adults at MCSEC will:

- Ensure two adults are present for any intimate care.
- Adults involved with any form of basic or intimate care must have read and understand the Intimate Care policy.
- Adhere to this policy and to Individual Personal Care Plans.
- Make other staff aware of intimate and personal care tasks being undertaken.
- Explain to the child what is happening.
- Discuss with the Principal and parents any variations from the agreed policy or plan and record this and ensure that changes to the agreed individual plans are discussed, agreed and recorded.
- Avoid any unnecessary physical contact when children are in a state of undress.
- Avoid any visually invasive behavior.
- Announce their intention of entering changing rooms e.g. at the showering, swimming baths, toilet areas.
- Encourage appropriate behavior by children with other children and adults at all times.
- Behave appropriately with children at all times.
- Ensure that toilet doors are closed when children are using these facilities.
- Use and encourage appropriate language between themselves and children at all times.

Adults at MCSEC will not:

- Change clothes in the same place as children.
- Assist with any intimate or personal care task which a child can undertake by themselves.

Template 1

Personal Care Plan Template.

Template 2

Personal Care Record

Intimate/Personal Care Plan Template

Child's Name:	Date:
Parent:	

Main areas of need:					
<ul style="list-style-type: none"> • • • 					
Detailed plan: (Please refer to any toileting plans, dressing or undressing, showering and medical needs)					
This plan was written by: This plan was agreed with parent on (date) The child's views were sought for this plan on (date) (If not, please state why not):	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;">On:</td> </tr> <tr> <td style="padding: 5px; height: 20px;"> </td> </tr> <tr> <td style="padding: 5px; height: 20px;"> </td> </tr> <tr> <td style="padding: 5px; height: 20px;"> </td> </tr> </table>	On:			
On:					
Signed (Teacher) Signed (Parent)	<table style="width: 100%;"> <tr> <td style="border-bottom: 1px solid black; width: 70%;"></td> <td style="border-bottom: 1px solid black; text-align: right; width: 30%;">Date</td> </tr> <tr> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black; text-align: right;">Date</td> </tr> </table>		Date		Date
	Date				
	Date				

Basic & Intimate Care Record Template

Date/Notes	Basic Care	Intimate Care	
	<i>Signature</i>	<i>Signature 1</i>	<i>Signature 2</i>

WAGE DETERMINATION

Paraeducator's pay will be determined by their placement on the paraeducator compensation schedule. The column that the paraeducator is placed on the schedule is determined by the number of college credit hours earned and only upon receipt of official college transcripts or receipt of a teaching license showing college degree earned. Paras will notify MCSEC Central Office in writing prior to May 1 of proposed movement to the next column on the para wage schedule for the upcoming school year. Movement will not take place until official college transcripts are received in the MCSEC Central Office. The step that the paraeducator is placed on is determined by

the years of experience working for Marion County Special Education Cooperative or other school districts. Placement on the paraeducator compensation schedule will be determined by the Executive Director. Other classified staff pay shall be determined by the board.

Placement on the specialized wage schedule is determined by the needs of the program or student program. If you are placed on the specialized wage schedule and the assignment changes, then the wage schedule placement will also be reflected accordingly. The Executive Director must approve specialized wage schedule placement.

HEALTH INSURANCE

Any classified staff member working 30 hours or more per week is eligible for group health insurance. The Board will pay \$610 per month towards the plan of the para’s choice. The Board will pay \$781 per month towards the policy of their choice for 12-month classified employees, who work 30 hours or more per week.

Deductible	\$ 800	\$1,600	\$2,400
Single Monthly Premium	\$ 871	\$ 815	\$ 781
Family Monthly Premium	\$1,949	\$1,822	\$1,744

An additional portion of the premium will be deducted from the paras pay each month during the school year to cover insurance through the summer months. If a para does not plan to return the following year and notifies MCSEC before May 1, the classified staff will be given the option to continue their coverage through the date paid (up to September 30) or will receive a refund for the unused premiums. A signed ESSDACK Health Insurance Group Benefit Election/Change Form is required annually, regardless of whether you take insurance or not. Health benefits will end on September 30 for all MCSEC staff not returning the following school year.

EVALUATION

Paraeducators – One evaluation is required per school year and shall be completed by the supervisor by March 1st. Exception may be made for paras hired during the school year. New staff shall be evaluated two times per year, once in the fall and once in the spring. The supervisor has the prerogative to evaluate the paraeducator more than required if desired. Other classified staff shall be evaluated annually.

GOAL SETTING

Paraeducators and 12-month classified employees will identify a minimum of two professional goals per semester. Paraeducators and 12-month classified employees will meet with their supervisor at the end of each semester to review their goals. Goals will be required as part of the evaluation process.

PAY & TIMEKEEPING

Employees and substitutes are required to receive their pay by direct deposit. Employees will have their pay deposited in their bank accounts on the 5th of the month or the 1st working day preceding the 5th if the 5th is not a business day. If the 5th is on a weekend or a holiday, the preceding workday will be the pay date.

Timekeeping: Each hourly classified staff member must maintain a record of hours worked by using the Time Off system in Skyward. Any late or missing postings of times in or out shall be reported to your supervising teacher. The supervising teacher will be responsible for correcting the missing in or out times. Any time off request/adjustment needs to be entered into Skyward before submitting weekly timesheets. Weekly timesheets need to be submitted to their supervisor **each Friday for approval no later than the following Tuesday each week.** Timesheets should be within the 30-minute variance. If the paraeducator’s timesheet is 30 minutes less than the scheduled time, leave will need to be entered. If the paraeducator’s timesheet is over the 30 minute schedule time,

this will need signed approval by the building Principal and the Executive Director, via the Request for Additional Para Time form.

PARAPROFESSIONAL WORK AGREEMENT

All paraprofessionals working for MCSEC will be provided a work agreement. The work agreement will include:

1. Student contact days will be assigned by the district calendar
2. Mandatory MCSEC August (back-to-school) in-service
3. Up to two in-service and one work day prior to the start of the district school year
4. One additional professional development day to be utilized throughout the school year
5. Mandatory MCSEC January in-service.
6. Supervisor, assigned district and pay rate

PROFESSIONAL LEAVE

Approval to attend professional development (PD) beyond the six scheduled days must be requested and granted prior to attending the professional development activity. The request must be made in Skyward and submitted well ahead of the Professional Development activity date. The Executive Director would approve any additional PD days beyond the six scheduled days.

LEAVE AND RECORDING OF HOURS – Leave will be prorated from the date of employment

Taking Leave - When a classified staff member needs time off for sick leave or for personal reasons, MCSEC expects paid leave be used before taking time off without pay. The justification for this is because Categorical Aid dollars are based on total hours paid, and we want to ensure that our paras are paid the minimum hours needed for full reimbursement from the State. All paid leave for classified staff members is based on the number of hours worked. (e.g. The average hours worked per day will be determined by dividing the number of hours per week by five.)

Requesting Unpaid Leave – If a classified staff member is out of paid leave the classified staff member must use unpaid leave and enter that unpaid time off in Skyward. A note is required in the comment section of the leave request in Skyward. All unpaid leave will be reviewed by the director.

Reporting Absences – The classified staff member must contact the appropriate building level person as soon as possible (supervisor, principal, secretary, etc.) when they know they will not be at work. All leave must be recorded in Employee Access under the Time Off Tab in Skyward and should include the Principal and Secretary under “Additional Employees to Notify.”

Absence Protocol:

1. Notify your supervisor as soon as you know you will not be in attendance.
2. Notify the school office as soon as you know you will be absent. (Check your building level expectations if you can leave a message or speak directly to the secretary.)
3. When submitting a time off request, include the school secretary on your request.

Attendance – Attendance and punctuality convey how seriously you take your job. The supervising teacher and the students you work with count on you being at work and on time every day. Excessive absences can interrupt student learning. Paras with an excessive number of absences (12 or more) will be reviewed by the Executive Director. Violation of the attendance policy may result in termination.

Extended Leave – Prior approval from the Executive Director is required for a classified staff member who is requesting to take more than two consecutive days during the regular school year. Extended leave during the school year is discouraged and may be denied.

If you are absent three or more days in a row a doctor's note is needed upon return to work.

PAID LEAVE

- Paid leave for paras is granted at the rate of twelve (12) days per employment year, 6 days to be given in August and 6 to be given in January after returning from Christmas Break. Paid leave for 12-month employees is granted at the rate of fourteen (14) days per year. A day is defined as the average hours worked per day based on the number of hours stated in the offer of employment of each individual classified staff member, (e.g. the average hours worked per day will be determined by dividing the number of hours in the offer of employment per week by five.)
- Paid leave for paras is allowed to roll-over and accumulate to a total of seventy days (70); for 12-month employees to roll-over and accumulate to a total of eighty-seven (87) days.
- Accumulated leave may only be used for personal illness, family illness, critical illness or death of a family member.
- If a classified staff member believes that accumulated leave should be granted for reasons other than those listed above, arrangements must be made with Executive Director before the absence.
- Paras shall be paid **thirty dollars (\$30.00)** for each day of unused accumulated leave in excess of 560 hours at the end of the fiscal year. Payment shall be processed in July, for payment in August. A day is defined as 8 hours. All partial days shall be forfeited. Twelve month classified staff shall be paid **thirty dollars (\$30.00)** for each day of unused accumulated leave in excess of 696 hours at the end of the fiscal year. Payment shall be made as soon as processing of such pay can be completed. A day is defined as 8 hours. All partial days shall be forfeited.
- Paid leave may be taken in 1/4-hour segments.
- A doctor's order stating the length of time the classified staff member needs to be off work may be required.
- Upon official retirement with KPERS benefits, classified personnel will receive payment for unused leave at the rate of **\$30.00** per day. Pay will not be dispersed for **unused accumulated leave** if the staff member leaves employment for reasons other than their first KPERS retirement. A day will be considered eight (8) hours. Partial days will be forfeited.

****Paid leave granted in the current year may be used for "personal" or "sick leave" (previous terms). Accrued leave that has rolled over from previous years may only be used for personal illness, family illness, critical illness or death of a family member.**

EMERGENCY SCHOOL CLOSINGS/INCLEMENT WEATHER

All classified staff members will be paid for any **unexpected** school closures, including weather and sporting events, or other circumstances causing neighborhood school closures. **Board approved calendar changes are not included.** Classified Staff will need to enter unexpected closures into Skyward as a "Paid Special Request." **Please utilize this unexpected time off for completion of required professional development.**

For 12-month classified employees, any office closures due to weather will be determined at the discretion of the Executive Director.

JURY DUTY

Classified staff members shall be released for jury duty and paid for the average hours worked per day based on their offer of employment provided they forward to Marion County Special Education Cooperative the amount paid to them by the court. The amount paid by the court for transportation expense will be retained by the classified staff member.

VACATION

Twelve-month employees who work four (4) or more hours every day (20 hours per week) on a regular schedule are granted ten (10) days of paid vacation per fiscal year. (The anticipated weekly hours shall be divided by five to determine the daily rate). The time of vacation shall be approved by the Director. If a twelve month employee begins employment after July 1, vacation entitlement shall accumulate at the rate of one (1) day per month of employment up to a maximum of ten (10) days. After five (5) years of employment, each 12-month employee shall receive fifteen (15) days of paid vacation per fiscal year. After fifteen (15) years of employment, each 12-month employee shall receive twenty (20) days of paid vacation per fiscal year.

MCSEC classified, 12-month employees will not have the option to carry over unused vacation leave to the new fiscal year. Any unused vacation days will be forfeited.

FMLA – THE FAMILY AND MEDICAL LEAVE ACT

- A. FMLA provides certain employees with up to 12 weeks of unpaid, job-protected leave per year in a 12-month period for the following reasons:
- For the birth of a child or placement of a child for adoption or foster care;
 - To bond with a child (leave must be taken within one year of the child's birth or placement);
 - To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
 - For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job'
 - For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered service member's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the service member with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule. Employees are required to use accrued paid leave while taking FMLA leave. The employee must comply with the employer's normal paid leave policies. While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits and other employment terms and conditions. An Employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA

leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA LEAVE. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave; and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection.

Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified. Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility. Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer. The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

REV 04/2016

HOLIDAY PAY

Paraeducators employed and working before November 1, of the current school year, will receive Holiday pay based upon their daily rate for one holiday for each year of experience working for Marion County Special Education Cooperative up to a maximum of five days. (The average hours worked per day will be determined by dividing the number of hours in the offer of employment per week by five)

Employee must return to work through the end of the February 5 pay period to receive holiday pay. Compensation for all paid holidays will be distributed in the payroll processed in January and paid out on February's payroll. If there is a separation in employment, the Executive Director will determine years of experience.

Twelve-month employees shall receive the following paid holidays, which could include other days determined at the discretion of the Executive Director:

Spring Break
Good Friday
Easter Monday
Memorial Day
Independence Day
Labor Day
Wednesday before Thanksgiving
Thanksgiving
Friday following Thanksgiving
Winter/Christmas Break (Office will be closed as long as all of the Districts are out of session).

LONGEVITY BENEFIT

It is the Board’s desire to compensate paraeducators for their years of service by awarding them additional paid leave after 6 years of continuous service as follows:

6 – 10 years	=	1 day
11 – 15 years	=	2 days
16 – 20 years	=	3 days
21 – 25 years	=	4 days
26+ years	=	5 days

Compensation for these additional leave days will be distributed in the payroll processed in March and paid out on April’s payroll. (e.g. The average hours worked per day will be determined by dividing the number of hours in the offer of employment per week by five.)

PROFESSIONAL DEVELOPMENT (PD)

Paraeducator professional development requirements will be tiered based on the special education experiences and/or credentials of the paraeducator.

20 Staff Development Hours Required

Paras who have not worked as a Kansas special education para for at least the past 3 years are to complete 20 hours of professional development if employed for 9 months during the school year.

10 Staff Development Hours Required

Paras who have worked as a Kansas special education para for at least the past 3 years as validated through archived Special Education Personnel data must complete 10 hours of professional development if employed for 9 months during the school year.

Paras who hold a current Kansas License/Certificate in any of the following areas will only be required to attend professional development required by Marion County Special Education Coop and KSDE in addition to keeping their license/certificate current.

- Teacher
- Related Service Provider (SLP, OT, PT)
- Occupational Therapy Assistant (OTA)
- Physical Therapy Assistant (PTA) or;
- Licensed Practical Nurse (LPN)

Annual required online professional development modules will be provided in the summer months in exchange for an additional paid professional development day. To receive the paid professional development day, all online professional development must be individually completed no later than August 1. The additional professional development day will be paid during the January payroll. If online professional development is not completed by the August 1 deadline, then the paraeducator will not receive the additional paid professional development day.

Marion County Special Education Cooperative may require that a paraeducator receive training beyond the state requirement if the paraeducator's duties require specific skills and knowledge. Once a para has completed their required professional development hours for the year, any additional professional development must be assigned to them by MCSEC, or approved by the Executive Director prior to attending.

Requests for professional development points must be submitted on the Request for Professional Development Form unless the Professional Development activity is an assigned on-line course through Infinitec (myinfinitec.org) Any training certificates may be in lieu of the Request for Professional Development Form.

Sometimes paraeducators are asked to attend district staff meetings such as at the beginning of the year. Paraeducators may be paid for these meetings but this time may not be considered Professional Development.

College hours taken during the year may be substituted for PD hours (1 college hour = 20 professional development hours). A final grade or copy of the college transcript(s) must be submitted to the central office at the conclusion of the course for verification. **However, a para will not be paid their hourly wage while participating in the class.**

All PD activities must be completed by April 1 and all Paraeducator Professional Development Request Forms or Certificates must be turned in to the MCSEC Central Office at that time.

Drive time to and from PD activities is not paid. Mileage reimbursement may be claimed for attending professional development to and from your assigned district. Meals are not reimbursed unless paid for as part of the registration, or the professional development involves an overnight stay approved by the Executive Director.

MILEAGE

Classified staff members are reimbursed for approved mileage according to Marion County Special Education Cooperative Board Policy.

Mileage will be paid to travel from assigned work site to another, to provide necessary transportation to students when no other transportation is available, and to travel to PD activities as previously authorized in writing by the Executive Director.

Each classified staff member requesting reimbursement for mileage must submit a Reimbursement Claim Form to the Marion County Special Education Cooperative central office by the 5th day of each month. All mileage reimbursement funds will be deposited the day following the Board of Directors meeting on the third Monday of the month. Forms submitted after the 5th day of the month will be reimbursed following the next month's board meeting.

BLOODBORNE PATHOGENS EXPOSURE CONTROL PLAN

The Marion County Special Education Cooperative board has adopted a Bloodborne Pathogens Exposure Control Plan, which conforms to current Occupation Safety and Health Administration standards and regulations of the Kansas Department of Human Resources.

All staff shall receive the annual training necessary to implement the plan. A copy of the plan is available at the Marion County Special Education Cooperative central office.

KANSAS WORKERS COMPENSATION

A. Notice of Accident – If an employee is injured on the job, the supervisor must be notified immediately. Additionally, the employee (or supervisor if the employee is incapacitated), and any witnesses to the accident, shall immediately report the accident to the MCSEC central office. Employees must notify the employer within ten days of an accident or the claim may be barred. Additional information about your rights and responsibilities under workers compensation may be obtained from the Marion County Special Education Cooperative central office. Employees injured on the job and requiring medical attention must be examined by a physician designated by Marion County Special Education Cooperative.

B. Coverage – Benefits are for personal injury from accident or occupational disease arising out of and in the course of employment with Marion County Special Education Cooperative. Injuries which occur during recreational or social events under circumstances where the employee is under no duty to attend, and where the injury did not result from the performance of tasks related to normal job duties, are not covered under workers compensation.

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.

Social and Recreational Activities (K.S.A. 44-508(f)(3)(C))

"The words, "arising out of and in the course of employment" as used in the workers compensation act shall not be construed to include injuries to employees while engaged in recreational or social events under circumstances where the employee was under no duty to attend and where the injury did not result from the performance of tasks related to the employee's normal job duties or as specifically instructed to be performed by the employer."

MCSEC OFFICE STAFF

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MCSEC
Classified Staff Handbook Acknowledgment

I _____ am stating that I have read and understand, Marion County Special Education Cooperative's 2024-2025 Classified Staff Handbook and will abide by these policies and procedures. A copy of this acknowledgment will be held in your personnel file as a record of proof for the KSDE annual orientation requirement.

Employee Signature: _____ Date: _____