

# **PARAEDUCATOR HANDBOOK**



## **Sumner County Educational Services, Interlocal 619**

**SY 2024-2025**

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## **Sumner County Educational Services, Interlocal 619**

Compliance by Paraeducators with policies published separately in the Board Policies and Staff Handbook is mandatory.

### **Background**

Sumner County Educational Services Interlocal is a special education Interlocal, formed to provide services to the school districts of Argonia, USD 359, Belle Plaine, USD 357, Caldwell, USD 360, Oxford, USD 358, and South Haven, USD 509. The purpose of the organization is to provide an appropriate education for exceptional children.

The Interlocal is governed by a Board of Directors composed of one representative from the school boards of each of the districts. The Board of Directors determines the budget, the programs to be operated for each school year, and determines the general policies by which the organization will be governed. The Superintendents from each district form the Superintendent's Advisory Council.

The Director of the Interlocal is the chief executive officer of Sumner County Educational Services Interlocal. The Director meets with the Board of Directors monthly.

The Paraeducator Facilitator(s) is designated by the Director of the Interlocal. This person(s) is responsible for general supervision and inservice planning of Paraeducators.

Paraeducators are responsible to the teachers to whom they are assigned. The building principal is next in the line of communication in building matters. Generally, the line of communication for special education concerns (instruction, inservice, duties, etc.) will be through the teacher, the Facilitator, and then the Director.

### **Rationale**

The practice of using Paraeducators in schools has grown rapidly in the past decade and is still accelerating. As teaching has become more specialized and individualized, and as student services are provided in inclusive settings it has become necessary to employ assistants to aid the teacher. This allowed more time for the teacher to use their expertise to the fullest advantage in the classroom.

### **History**

The use of Paraeducators in Sumner County Educational Services Interlocal began in 1970 when the Special Education Services were organized. Before that time, aides were used to relieve teaching staff from routine activities such as taking roll, grading papers, making bulletin boards, and running copies. According to State Regulations for Special Education, the Paraeducator is a team member who works alongside the special education teacher. They free the teacher from routine tasks in the classroom and carry out educational programs developed by the teacher.

In line with State Regulations, Paraeducators have been hired for each full-time program within our Interlocal. Additional Paraeducators are hired as the need arises.

### **Specific Objectives**

The goal of the certified teacher is to motivate and guide each student to develop to their fullest potential. Because of the pressure of time and numbers of pupils involved, assistance is needed to perform instructional and non-instructional tasks. By working with the teacher, a Paraeducator may help to provide many opportunities for students that would otherwise not be possible. The addition of a Paraeducator allows the teacher to devote full attention to the accomplishment of the major educational objectives.

Additionally, maintaining accurate, complete and current records for each student is a major responsibility for the school staff. Appropriate placement, adequate instructional programs, and effective school, home and community relations are areas in which the Paraeducator can help to provide much needed support in these areas as well as a certified teacher. At Sumner County Educational Services Interlocal, Paraeducators are being utilized to: motivate pupils, build their self-confidence, provide more individual attention, and increase the services and resources available to students.

## **ROLE OF THE PARAEDUCATOR IN CATEGORICAL PROGRAM AREAS**

### **Some Characteristics of of Exceptional Children**

Children will differ according to the presence or absence of these commonly found characteristics and also in degree.

- Impulsivity, lack of behavior control, hyperactivity
- Apathy
- Emotional instability, irritability, fluctuation of mood
- Distractibility
- Low stamina, fatigue easily
- Motor disabilities, spasticity, palsy, crippling
- Over-dependence on others
- Lack of curiosity
- Sensory impairment, vision impaired, hearing, etc.
- Disorders in concept formation, lowered reasoning ability
- Disorders of perfection, short attention span, attention to irrelevant features
- Language disorders, speech difficulties, extremely limited vocabulary
- Social incompetence, difficulty relating to others.

### **Paraeducator Acceptable Responsibilities Guidelines**

The Paraeducator may:

- Assist students in performing activities that have been initiated by the teacher.
- Provide special help such as drilling with flash cards, spelling and play activities.
- Assist in preparing instructional materials.
- Reinforcement learning activities with small groups.
- Escort children on educational trips outside the classroom with the teacher and other appropriate adult support.
- Assist teachers in educational demonstrations for the class or small groups.
- Assist in setting up and monitoring learning centers.
- Copy instructional material.
- File materials
- Keep bulletin boards current.
- Maintain discipline in the classroom when the teacher is called out of the room and as requested.
- Support the discipline methods established by the teacher
- Keep records and files, charts, attendance
- Refer parent's inquiries to the teacher
- Help keep a neat and safe classroom environment

## **EXPECTATIONS OF A PARAEDUCATOR**

### **Ethical Expectations**

Paraeducators will make only those judgmental and evaluative decisions as are necessary to assist students with specific tasks or activities as assigned by the certified teachers. These specific tasks may be recurring. The certified teacher must have complete confidence in the Paraeducator's loyalty, integrity, and willingness and ability to directly communicate concerns to the teacher. When the Paraeducator feels a matter needs to be corrected, the Paraeducator should discuss the matter first with the teacher. If the Paraeducator remains dissatisfied, the next line of communication would be through the Paraeducator Facilitator, and then the Director of the Interlocal.

### **Discretion in Conversation**

Confidentiality can be broken down into three areas:

1. Confidentiality of written records
2. Confidentiality of observed behavior
3. Confidentiality of personal communication

### **Guidelines for Confidentiality**

- Confidentiality applies in all learning environments/settings.
- If the teacher is not available, use the chain of command
- Determine with the teacher which professionals have a need to know and which do not.
- Do not repeat information that may cause harm to the student or their family
- Tactfully turn away questions that ask for confidential information
- Direct any questions from parents and/or others about the progress or problems of the student to the teacher.
- Student's behavior in or out of the classroom is confidential and not to be discussed with anyone other than the teacher. Parent's requests concerning behavior are to be referred to the teacher.

Laws, regulations, policies and other legal considerations restrict and determine the use of information about students. The Paraeducator will discuss the children only with the supervising teacher and those school officials who have responsibilities for the children's educational programs. Under no circumstances is the Paraeducator to relay information about students to others. Refer any questions to the certified teacher. Think of all three areas of confidentiality.

Paraeducators will not make evaluative or judgmental statements that demean the teacher or educational programs with which they work or are associated. Teacher's methods of teaching are their responsibility and the concern of their supervisors; such are not the concern of the Paraeducator and shall not be discussed with others.

Paraeducators are members of the school community. They will at times become aware of information that persons in authority should know. When passing on information, such as information about a student, the Paraeducator must be careful to relay facts, not opinions.

The Paraeducator, as a member of the school community, will acquire information concerning students, personnel, and incidents that occur during the school day. This information shall not be passed on to those outside the school environment. Gossip is unbecoming, destructive, and to be avoided.

### **Personal Behavior**

The Paraeducator will be a model for children in behavior, dress, speech, and attitudes. Be an appropriate model. Clothing should be neat, clean, and appropriate in fashion and should follow the guidelines

**set forth in the district(s) in which the para works.** The most important part of your dress is a pleasant smile. A cheery greeting and a sense of humor contribute to a pleasant working and learning atmosphere. Courtesy and respect shown to others will be imitated and returned in kind.

The certified teacher has a responsibility for maintaining a proper classroom atmosphere. The attributes mentioned above are a part of an appropriate atmosphere, the teacher has the responsibility to make such corrections. Paraeducators should anticipate that corrections may be needed and view such as an opportunity for growth.

## **Social Networking Sites**

Social networking sites and online communication, email (school and personal), and instant messaging should be regarded as public forums. The internet is not a secure environment. Anything typed in a blog, status update, or email is vulnerable to being viewed and reproduced by all. The Paraeducator should **never** discuss students, teachers, or fellow staff in these settings in even the broadest terms. Confidentiality must be maintained on the internet in the same manner as one would “face to face” and airing grievances about co-workers in the aforementioned forums does not promote cooperative work environments. Social networking is not allowed during work hours. School email should be used for school purposes only and should be checked on a regular basis. Any violation of online communication or social networking sites is grounds for termination.

## **Cell Phones**

The Paraeducator will follow their local district policy as regards cell phone and other personal electronic device usage during the school day. However, cell phones should NOT BE USED for personal use while the Paraeducator is clocked in. **Phone cameras should NEVER be used to take pictures/videos of students during the school day.**

## **Privacy Rights**

The Paraeducator shall have no expectation of privacy when using district computers. Any email or computer application or information, personal and professional, in district computers or computer systems is subject to monitoring by the administration.

## **Schedule**

The Director will determine the number of hours each Paraeducator will work per week, as schedules vary per assignment. The supervising teacher will develop a schedule based on the number of hours a Paraeducator works daily and will include time to complete documentation free from student supervisory duties. The Paraeducator is obligated to follow this schedule but must be flexible if special activities or projects arise.

Wage and hour laws require that any hours over forty (40) per week be compensated at 1 - 1/2 times the regular rate. Any hours over those specified on the Paraeducators contract **must have prior written approval. Please email the Director for permission.**

## **Attendance**

Paraeducators are expected to perform their duties in a professional, efficient and competent manner and report to work when they are able to do so without threatening their health and wellbeing or that of others.

Absence is the failure to report for work and remain at work as scheduled. It includes late arrivals and early departures, as well as absence for the entire day. Attendance and punctuality convey how seriously you take your job. Your supervising teacher and the students you work with count on you being at work and on time every day.

In the event you are absent from work or a late arrival, you should contact the following individuals:

1. The employee **is required to notify the supervising teacher** as early as possible. Failure to call the supervising teacher PRIOR to normal reporting time will be considered a **No Show/No Call**. Please try to speak to your teacher personally. If you leave a message or send an email, please call later in the day to verify that the message was received.
  - a. **3 No Call/No Shows** is grounds for immediate termination.
2. The Paraeducator **is required to notify the school building** to which they are assigned.

## **Supervision**

Para supervision utilizes the following chain of command:

1. Supervising Teacher
2. Para Facilitator
  - a. Building Principal
  - b. Director of SPED

Paraeducators are expected to work cooperatively with all staff. Paraeducators shall carry out assigned tasks in a manner harmonious to the philosophy and practices of the Districts and the building in which they work. It is the responsibility of the certified teacher to whom the Paraeducator is assigned to familiarize the Paraeducator with materials used in the classroom.

## **TERMS OF EMPLOYMENT**

### **Absenteeism**

3 absences without notifying the supervising teacher will be considered the employee's notice of termination of employment. Last working day will be the last paid day.

### **Benefits**

Health insurance will be offered to employees based on the Affordable Care Act guidelines. Benefits are offered at the time of employment and may include short-term disability, cancer insurance, term life insurance, dental and vision insurance, tax sheltered annuities.

### **Probation Period**

There will be a probationary period of sixty (60) days for newly hired paras. Work performance during this time will determine whether full-employment status will continue to be granted. The Board of Directors retains the right to discharge employees at its sole discretion.

### **Misconduct**

Misconduct is defined as a willful violation of a material duty owed to the employer by the employee.

Classified staff are employed at will with the school district based on mutual agreement, the fulfillment of which rests upon good faith, acceptance, and performance responsibilities, and fair and reasonable business conduct.

It is the policy of Interlocal 619 to administer equitable and consistent discipline for misconduct and/or poor performance in the workplace and to do so in a way that is prompt, uniform and impartial.



All employees are expected to meet Interlocal 619's standards for work performance, attendance, and personal conduct. When an employee fails to conform to proper standards, they will be subject to disciplinary action.

The possible steps for disciplinary action may include: counseling, verbal warning, one or more formal written warnings, performance evaluations indicating substandard performance, demotion, suspension, probation and/or dismissal. The choice of options depends on the severity of the behavior.

Twelve Month employees: Three warnings within 12 months' time will result in discharge.

Employees who work less than 12 months: Two warnings within a work year cycle will result in discharge.

Action is taken for, but not limited to:

- Tardiness
- Absenteeism: no call/no show and excessive leave without approval
- Careless or negligent conduct
- Leave without approval by the supervisor and the building principal
- Dishonesty
- Insubordination/or refusal to follow directions
- Consumption or use of drugs or alcohol during working hours
- Theft of school property
- Unauthorized possession of firearms or other dangerous weapons while on school district property
- Possession, selling, distribution, use of or being under the influence of drugs, alcohol, or other controlled substances, unless prescribed by a physician, while on duty or school property
- Abusing school property
- Any act of violence
- Deliberate destruction or defamation of school district documents
- Threatening other people while on the job or district property
- Loss of suspension of license or loss of any other qualification for the performance of assigned duties
- Violation of local, state, and/or federal safety regulations
- Obscene, abusive, harassing, or disruptive language or behavior
- Failure to perform assigned duties
- Failure to notify supervisor of absences
- Misuse of cell phones during work hours
- Violating safety rules
- Sleeping during work hours
- Sexual harassment of a student or staff member
- Unauthorized release of confidential information

## **Merit Advancement**

All Paraeducators shall be awarded points for their efforts in making 619 successful. These points will be tracked by the Para Facilitator. When the Paraeducators achieve four points they are eligible for a predetermined amount by the Board of Education at their discretion each year. All points accumulated by June 30th will be presented to the BOE. Points will roll-over to the following year if less than 4 points are earned. The awarded points can be earned as follows:

Longevity	1 point
No Absences over PTO available days	1 point
Staff Development Completed by March 1 <sup>st</sup>	1 point
No disciplinary issues	1 point

- **Longevity-** Any Paraeducator that ended the preceding school year and is employed the first day of the current school year will be granted 1 point toward Merit Advancement.
- **No Absences Over PTO-** Any Paraeducator who has no absences over their accumulated PTO for the current school year will be granted 1 point toward Merit Advancement.
- **Staff Development completed by March 1<sup>st</sup>-** Any Paraeducator who completes the required staff development points as stated in the Para Handbook by March 1<sup>st</sup> of the current school will be granted 1 point toward Merit Advancement. By state regulation, each paraeducator MUST PARTICIPATE IN AT LEAST 20 CLOCK HOURS OF STAFF DEVELOPMENT ACTIVITIES, PER SCHOOL YEAR. Paras who have worked as a Kansas Special Education Para for 3 consecutive years or more MUST COMPLETE 10 HOURS OF STAFF DEVELOPMENT ACTIVITIES, PER SCHOOL YEAR.
- **No Disciplinary Issues-** Any Paraeducator who has no reports of disciplinary issues reported by either Supervising Teachers or administration for the current school year will be granted 1 point toward Merit Advancement. Items that are considered Disciplinary may include but not limited to the following: (at the discretion of the Director)
  - Tardiness
  - Absenteeism: no call/no show and excessive leave without approval
  - Careless or negligent conduct
  - Leave without approval by the supervisor and the building principal
  - Dishonesty
  - Insubordination/or refusal to follow directions
  - Consumption or use of drugs or alcohol during working hours
  - Theft of school property
  - Unauthorized possession of firearms or other dangerous weapons while on school district property
  - Possession, selling, distribution, use of or being under the influence of drugs, alcohol, or other controlled substances, unless prescribed by a physician, while on duty or school property
  - Abusing school property
  - Any act of violence
  - Deliberate destruction or defamation of school district documents
  - Threatening other people while on the job or district property
  - Loss of suspension of license or loss of any other qualification for the performance of assigned duties
  - Violation of local, state, and/or federal safety regulations
  - Obscene, abusive, harassing, or disruptive language or behavior
  - Failure to perform assigned duties

- Failure to notify supervisor of absences
- Misuse of cell phones during work hours
- Violating safety rules
- Sleeping during work hours
- Sexual harassment of a student or staff member
- Unauthorized release of confidential information

## **Timekeeping**

Each Paraeducator is responsible for documenting their time accurately on their timesheet. Digital timesheets will be provided to paras for each pay period. Falsification of time worked may result in termination. Any overtime or exceptions to the number of hours allowed on the para work calendar, must be pre-approved by the Director of Special Education and/or Assistant Director. Paraeducators will be paid twice a month. Timesheets due by the 10<sup>th</sup> and the 24<sup>th</sup> of the month. Timesheets are submitted through Google Drive and must be approved by the Supervising Teacher and the Paraeducator.

- It is the responsibility of the Paraeducator to specify the date of leave and specific scheduled hours missed (must be at least one hour) in the notes section of the timesheet.
- It is the responsibility of the Paraeducator to have their timecard filled out by the 10<sup>th</sup> and 24<sup>th</sup> of each month along with their signature and their supervising teacher's signature. This must be completed by the end of your workday.
- The Paraeducator should be advised that they are required to clock in and out each shift, and that failure to do so could lead to employment consequences, up to and including termination.

## **Leave - Paid-Time-Off (PTO)**

Full time Paraeducators will be granted seven hours of PTO for each month worked, following their first day in the classroom. PTO must be taken as one full hour per day. Additional leave can be taken in 15 minute increments beyond the first hour for that same day. Those Paraeducators working less than 20 hours per week will have reduced PTO at 3.5 hours per pay period.

There will be no payment of unused PTO when the employee ceases employment with the district. PTO must be used for time absent. Any Paraeducator who uses in excess of their allotted PTO may be subject to review by the Director.

Five days of available PTO (not to exceed the number of worked hours on the Paras employee work agreement) may be used for scheduled days off during the school year, to include breaks, inservice days or unexpected closings (i.e., tournaments, utility outages, etc.)

Any scheduled work day that is canceled due to weather conditions or school closing indicated by the building administrator will be paid.

## **Sick Leave Bank**

The sick leave bank is a voluntary program for Paraeducators. In order to join, the Paraeducator must donate one (1) day of their leave to the sick leave bank within 10 days after the date of employment. This day will be subtracted from the Paraeducators own accumulated leave. When the bank has a reserve of at least two hundred (200) days, only new participants will be required to donate one (1) day to the sick leave bank. If a Paraeducator elects to be a part of the sick leave bank, they cannot revoke this request once they have donated to the bank. If the bank becomes depleted, they may choose to opt out of the sick leave bank at that time and they will not be required to donate an additional day.

At the beginning of each school year, any Paraeducator who has chosen not to participate previously will have the opportunity to participate by donating one (1) day of leave to the sick leave bank during an open

enrollment period. This election must be done by September 1st. Any Paraeducator interested in becoming a participant can contact the District Office for information.

Should the sick leave bank reserve become less than two hundred (200) days, all Paraeducators who wish to continue in the sick leave bank must contribute one (1) additional leave day to the sick leave bank.

**The leave bank should be requested due to a prolonged illness, catastrophic event, or non-elective surgery, not for incidental sick days.** A physician's statement verifying the need for the Paraeducator, due to their illness to be off work must accompany the request.

The sick leave bank is to be used after the full days of the participant's accumulated PTO has been used. The sick leave bank will supplement the participant's half-day leave prior to issuing full-day withdrawals.

Any participating member may request to draw upon this reserve by filling out the sick leave bank application located on the Para page of the 619 Website. The Para Delegate Team will serve as the Sick Leave Bank Committee.

Eligibility- The maximum number of days that can be used by an individual will be determined by the consecutive number of years and individual has worked in the district.

- a. Year 1=10 days
- b. Year 2=15 days
- c. Year 3+=20 days

The Sick Leave Bank Committee shall provide the applicant with approval/denial regarding the action of the request. The Para Facilitator will notify the applicant of their request. Any days granted, but not used, must be returned to the sick leave bank. Denial of the application to withdraw days from the sick leave bank may be appealed to an Appeal Committee consisting of the Director, Assistant Director, and a 619 BOE member. The recommendation of the Appeal Committee would then be final.

Any medical restrictions issued by the practicing physician will be honored as long as these do not allow for other income producing activities.

## **Travel Reimbursement**

Travel logs showing actual mileage and submitted to the Interlocal Clerk by the 10<sup>th</sup> of each month will be considered for reimbursement (at the Federal Rate) during the next regular Board meeting. The travel log shall be completed utilizing the mileage between 619 attendance buildings and the 619 Office that is on the Interlocal 619 Mileage Chart located on the 619 website. Reimbursement for mileage will be made following approval by the Board.

Travel expense for each day will be calculated from the employee's base school or home, depending upon which distance is actually driven. The employee's "base school" shall be determined by the Director. Should the employee's home be further from their first assignment of the day than the base school, the mileage for the day shall start from the base school. The employee will be entitled to mileage to return to the base school or the employee's home, whichever is closer.

Mileage will be reimbursed to employees who are required to travel to the 619 Office for meetings with 619 administration and staff. Likewise, mileage will be reimbursed to employees who, by necessity, must schedule a parent meeting in the 619 Office to accommodate a parent's time schedule.

## **Substitutes for Paraeducators**

Substitutes for Paraeducators will NOT be hired unless prior approval has been obtained by the Director or Assistant Director.

## **Retirement Insurance**

Retirement benefits are available through the Kansas Public Employees Retirement System (KPERS). Membership in KPERS is optional for employees who work less than 630 hours per year. Any Paraeducator who works 17 hours or more a week is enrolled in KPERS and a payroll deduction is automatically made.

## **Certification of Health for School Personnel (K.S.A. 72-6266)**

### *Physical Examination Requirements*

Pursuant to K.S.A. 72-6266, Sumner County Educational Services, Interlocal #619 requires applicants to whom a conditional offer of employment has been extended to undergo a medical examination, including TB skin test.

### *Cost of Required Examinations*

Required medical examinations will be paid for by Sumner County Educational Services and will be performed by a physician or licensed medical facility designated or approved by Sumner County Educational Services are the property of the company, and the examination records will be treated as confidential and kept in our personnel files. However, should an employee be terminated or resign their position prior to working 20 pay periods, the cost of the medical examination will be deducted from the employee's final paycheck.

Effective 12/17/2018

## **Blood Borne Pathogens/Hepatitis B**

All employees will attend a training program on blood borne pathogens. Training will be provided at no cost to the employee. Attendance at training sessions is mandatory.

## **Accident Reporting**

If an accidental injury arises in the course of employment, the claim based upon each injury may be compensable. If the Paraeducator is injured on the job, the Paraeducator's direct supervising teacher must be contacted as soon as possible after the injury.

- The Paraeducator and supervising teacher are responsible for completing the appropriate forms, which needs to be signed and dated by all parties, and must be turned in to the Interlocal 619 office **within 24 hours of the accident**. Forms are available on the 619 website or at the Interlocal 619 office.
- Failure to notify the supervising teacher immediately of the accident/injury may prohibit payment of workers compensation benefits and may cause the Paraeducator to face disciplinary action.
- The Paraeducator must maintain copies of all doctor's orders and provide a copy to the Interlocal 619 office.
- The Paraeducator must inform the doctor or hospital that they are covered by the Interlocal 619 workers compensation plan.

If the Paraeducator seeks medical attention, the Paraeducator who is receiving workers compensation shall be required to provide the Interlocal 619 office with a written doctor's release, prior to returning to work. In addition, should the Paraeducator be released by a doctor to return to work and fail to do so, all benefits under workers compensation shall be restricted as provided by current statute.

## Staff Development Activities

By state regulation, each Paraeducator **MUST PARTICIPATE IN AT LEAST 20 CLOCK HOURS OF STAFF DEVELOPMENT ACTIVITIES, PER SCHOOL YEAR.** Paras who have worked as a **Kansas Special Education Para for 3 consecutive years or more MUST COMPLETE 10 HOURS OF STAFF DEVELOPMENT ACTIVITIES, PER SCHOOL YEAR.** Staff Development Activities will be provided prior to the beginning of the school year and other activities may be scheduled for Paraeducators during the school year. At least 10 hours of staff development activities must relate to the specific needs of the Paraeducator's responsibilities while the remainder may be activities that are more generic and may not be specifically related to specific needs of the students served. These activities will be provided and arranged through the Interlocal and all Paraeducators are expected to attend.

College hours may be substituted for staff development. Each college hour will be counted as 20 staff development hours, applied to the school year in which the coursework was obtained.

Passing (score at or above the State cut-off) a State-approved paraprofessional assessment will be counted as 20 staff development hours.

Various levels of staff development opportunities:

- Knowledge/Learning: Inservice, workshop, study group, observation, child-specific presentations **(Knowledge hours are based on one hour for each contact hour)**
- Application/Skill Development: Guided practice, implementing strategies/ideas, peer coaching, **(Application hours should not exceed two times the number of hours of knowledge level training for the topic)** and
- Impact: Documented effect of implementation with students. **(The impact hours should not exceed three times the number of hours of knowledge level training.)**
- **Deadline – Anytime prior to May 1**  
**Failure to earn the required number of staff development hours-by the deadline will result in not being offered a position for the next year.**
- **Beginning of Year inservices are mandatory. All absences must have prior approval by either the Director of Special Education or the Para Facilitator. Unexcused absences will result in not being offered a contract for the current school year.**
- **Paras are required to submit two hours per month until required hours are met.**

Time of Employment	20 Hours Required	10 Hours Required
Less than 1 month and 10 days	2	2
Less than 2 months	3	
Less than 2 months 10 days	4	3
Less than 3 months	5	
Less than 3 months 10 days	6	4
Less than 4 months	7	
Less than 4 months and 10 days	8	5
Less than 5 months	9	

Less than 5 months 10 days	10	6
Less than 6 months	11	
Less than 6 months and 10 days	12	7
Less than 7 months	13	
Less than 7 months and 10 days	14	8
Less than 8 months	15	
Less than 8 months and 10 days	16	9
Less than 9 months	18	
9 months or more	20	10

## Drug and Alcohol Free Policy

The unlawful possession, use, sale, or distribution of illicit drugs and alcohol by school employees on school premises or as a part of any school activity is prohibited.

- Possession of and/or being under the influence of alcohol, illegal narcotics, drugs, etc., is prohibited and may result in termination. The consumption of alcohol during working hours, including lunch and breaks, is also prohibited.
- The use of tobacco products is prohibited in or on school property. This applies to everyone working on, working in, using or visiting school property. It applies to personal vehicles on school District property and District owned vehicles.

## Drug and Alcohol Testing

Interlocal 619 will follow all Federal and State regulations concerning drug and alcohol testing, if suspected while reporting for work.

## TECHNICALITIES OF EMPLOYMENT

### Assignment

Each Paraeducator hired by the Interlocal will be assigned to a specific teacher and work location. Whenever possible, the selection of Paraeducators is a mutual decision made by the Director and/or Assistant Director and the building principal.

Paraeducators are subject to transfer or reassignment of duties. Every effort is made to assure Paraeducators' stability in assignment and continued employment, however, this cannot be guaranteed.

Itinerant Paraeducators may be required to travel between school districts. The supervising teacher will assign the schedule for the Paraeducator, in which they must follow with fidelity. **NO** Paraeducator should leave during the school day to run errands or for personal reasons. If the Paraeducator should leave for any reason that is not work/school related, they must get this approved from the supervising teacher and clock out on their timesheet.

### Contractual Period and Wages

Paraeducators will usually be employed for more days than the number of school days for students. As students must be in school 1116 hours per year by State law, Paraeducators may anticipate employment between 177 and 190 days. The hours of the working day may vary from Paraeducator to Paraeducator, depending on classroom needs. A Paraeducator's hours and schedule are set forth in the Paraeducator's letter of employment and established jointly by the Director and the teacher.

For the most part, Paraeducators will only work the days in which the students are in school. The exceptions to this are preschool Paraeducators.

Paraeducators will be paid to attend the beginning of the year inservice for 619 and will be paid to attend 1 day of beginning of the year inservice activity in their home district (when district policy and procedures are covered). Paras will be allowed to work one workday at the beginning of the school year and one day at the end of the school year, at the discretion of the Supervising Teacher. For the Paraeducator to work any other days the teacher must request those days in writing and obtain prior approval from the Director and/or Assistant Director.

Paraeducators will receive a "Confirmation Letter of Employment." This agreement will set forth the basic terms of employment in relation to assignment and wages. By the 10th and 24th of each month, a Paraeducator may anticipate receiving a paycheck for the prior work period.

**ALL PARAS MUST FOLLOW THEIR ASSIGNED DISTRICTS CALENDARS. ANY DAY STUDENTS ARE IN ATTENDANCE IS A PARA REPORT DAY, WITH THE EXCEPTION OF THE BEGINNING OF YEAR INSERVICE DAYS AND WORK DAYS.**

### **Summer School**

Any Paraeducator who wishes to apply for summer school positions may do so by written request to the Assistant Director or Para Facilitator by April 1. Decisions will be made by consulting with summer school teachers. Paras will be notified no later than the last day of school if they will be working summer school.

### **Lunch**

Each Paraeducator shall receive a minimum of thirty minutes for lunch, which will be unpaid and free of duties unless notified in writing by Administration.

### **Breaks**

Breaks are provided for Paraeducators when schedules and time allows. If the Paraeducator works a minimum of a 3-hour block of time, the Paraeducator will be eligible to receive a 10-minute break during that block of time. The supervising teacher will schedule breaks during the mid-morning and mid-afternoon of the school day as scheduling allows. The breaks cannot be taken at the beginning or the end of the day nor can they be combined with the lunch hour.

### **Separation from Employment**

The Paraeducator will give two weeks written notice before resigning their position. Likewise, the employer will extend a two-week notice before termination, or grant two weeks' pay with immediate termination at the discretion of the employer.



When a Paraeducator terminates employment with the Interlocal, the last paid day of employment is the last day worked, unless there are extenuating circumstances. In other words, the last days paid must be worked, not taken as leave. Example: Sara gave notice of resigning. She worked through September 25, took 3 days of sick leave and did not return to work. The last day paid is September 25.

## **Evaluation**

During the school year of their first two (2) years of employment with the District, two evaluations of the Paraeducator will be completed, by the 60<sup>th</sup> school day of each semester. Paraeducators will receive one evaluation per year thereafter which is to be completed by April 15th.

Paraeducators whose work is less than satisfactory will be evaluated at least twice a year, as determined by the supervising teacher and Director/Para Facilitator. Any para whose work is unsatisfactory may be placed on probation and given help to correct or eliminate deficiencies. The supervising teacher will compile evaluations from all participants including general education teachers and administrators and will complete the evaluations. After the evaluation has been completed and reviewed with the Paraeducator, the original will be sent to the 619 office.

Since Paraeducators are expected to carry out tasks in a manner harmonious to the philosophy and practice of the district and building in which they work, major evaluation emphasis will be in this area. Other areas that will be evaluated are as follows: performance in relation to students, peers and staff, and the role of the Paraeducator.

## **Paid Holidays**

Paraeducators who are employed by December 1st of the current school year and return after Christmas break will receive 30 hours of holiday pay to be paid in the January 10th payroll.

**In order to receive Holiday Pay you must work the day before and/or the day after Christmas Break, unless approved by the Director.**

## **Funeral Leave**

Paraeducators will be allowed three (3) days of paid Funeral leave for the death of an immediate family member which shall include; father, mother, brother, sister, spouse, children or other relatives whose residence is in the home of the staff member. Any additional funeral leave needed may be deducted from PTO upon approval of the Director. One-half to one day funeral leave will be granted for a Paraeducator's attendance at the funeral of persons other than family members, upon approval of the Director, with no deduction from PTO.

## **Jury Duty**

An employee will be granted temporary leave to answer a jury summons and will be paid their regular salary. All money received for jury duty shall be retained by the Paraeducator.

## **SUGGESTIONS FOR WORKING WITH STUDENTS**

Sincere, observed praise is one of the best motivators. Sometimes you have to look carefully, but all students can be sincerely praised. Paras should follow the classroom expectations set forth by the classroom teacher. Discipline should be completed by the classroom teacher. A para should consider

themselves as an active role model in the classroom setting, actively listening to lessons, and encouraging students to stay actively engaged.

## **TIPS AND SUGGESTIONS**

- Learn the names of students immediately.
- Learn as much about each student as quickly as possible.
- Consult often with the teacher as to how you can help.
- Give encouragement to students whenever you can.
- Praise students' efforts and successes.
- Be patient in dealing with students.
- Become familiar with the school building, grounds, and personnel.
- Learn the routine of the school day.
- Offer suggestions if asked, but don't let yourself get upset if the suggestions aren't taken.
- Watch carefully how the teacher deals with and directs students.
- Exchange telephone numbers with your teacher.
- Ask for clarification when you do not understand an assignment
- Be mature in your conduct and demonstrate that you are a responsible person.
- Be on time and leave at an appropriate time.
- Get plenty of rest.
- Dress should follow the district dress code in which you are serving that day. **Do not leave the building during working hours without approval from your supervising teacher and/or building administrator.**
- Use a positive approach. "Sally, you may put the puzzle pieces on the table," instead of, "Don't dump the puzzle pieces on the floor."
- Promote conducive learning environment.
- Be a role model.
- Know Interlocal and district school policies and procedures.
- Let the child know you have confidence in him or her and his or her desire to behave well.
- Reward the kind of behavior you want repeated. Students will repeat the behavior pointed out whether good or bad for further recognition.

## **SOME THINGS TO AVOID WHEN WORKING WITH CHILDREN**

- Do not give a child a choice if you do not want him/her to have one. Instead of, "Mary would you like to put the blocks away?" say, "It's time to put the blocks away. I'll help you."
- Do not expect behavior beyond the child's ability to achieve.
- Do not complete a student's work for him or her. Give them an opportunity to work them out before you provide assistance on school work.
- Do not be too busy to listen to a child and find out what is important to him or her.
- Do not forget that distraction or substitution often work better than the head-on approach in dealing with negative behavior.
- Do not take sides in an argument between students.
- **Do not discuss students or staff in front of other students.**
- Do not let the students work you against the teacher. You are a team.
- Do not threaten students with statements like, "I'll tell Miss Brown what you are doing." Attempt to take care of the situation yourself without making the teacher the "bad guy" all the time.

## **THE ROLE OF THE PARAEDUCATOR IN INDIVIDUAL EDUCATION PROGRAMMING**

The Individual Education Plan (IEP) involves a written plan and the process itself consists of developing, reviewing, and revising this written plan. A number of individuals are involved in the process.

The Paraeducator is not directly involved in the development phase of an IEP. However, the Paraeducator and teacher(s) meet to discuss the individual student's present educational performance. At this time the Paraeducator provides the teacher with relevant information based on their contacts with the child. The Paraeducator may report on the student's academic performance, behavioral characteristics, interests, reinforcers, and performance with ancillary/support staff.

The Paraeducator need not attend the formal IEP staffing. Their role at this phase should be that of assisting the professional with duties back in the classroom. The Paraeducator would carry out the activities for the children in the classroom that have been developed by the teacher. They can also work on developing materials, correcting papers, doing housekeeping tasks, etc., if there are no children to be supervised during the time the teacher is attending the formal IEP meeting. There may be additional detailing of the plan by the teacher after the formal staffing.

The implementation phase of the IEP begins after the written document is developed. It is especially important for the Paraeducator to be involved at this phase so that they understand what the objectives for a certain child are and what activities were developed in order to meet those objectives. Those persons responsible for the student's IEP begin planning to carry out the goals and objectives stipulated.

In carrying out (or implementing) the total instructional program for the exceptional child as specified on the IEP, the Paraeducators role is one of a team member who works with the special education teacher. Instructional responsibilities for the Paraeducator center around follow-up or reinforcement activities while initial concept instruction (involving the presentation of new lessons or tasks) should be the responsibility of the special education teacher. The teacher should plan cooperatively with the Paraeducator and assign specific responsibilities to this person. The teacher may wish to work with individual pupils or small groups on particular learning problems while the Paraeducator helps other class members. In turn, Paraeducators may tutor individual children or work with groups, using materials and techniques chosen or designed by the teacher.

The teacher and the Paraeducator working together can monitor the day-to-day progress of student growth towards the short-term objectives on the IEP. The Paraeducator can provide input to the teacher on those tasks they have been in charge of implementing. The paraeducator can keep the teacher updated on student progress and possible additional needs or successes. A reassessment of the total instructional program can therefore be carried out in less time and with fewer problems.

Remember that the classroom teacher is solely and ultimately responsible for the activities of the classroom. The Paraeducator is under the direct supervision of the certified teacher and should follow their directions consistently.

## **Paraeducator Orientation Checklist**

**Review this checklist with your supervising special education teacher. Please take notes of discussions and make a copy for your records. Send the original to Candi McMinn at the 619 office.**

Items to be reviewed, mutually understood and written down with your supervising special education teacher. Paraeducator need to sign and date when this is complete.

- Names and educational needs of special education students you will be working with.

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- Any student medical concerns or procedures you should know about.

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- Any student behavior plans you should know about and your role in implementing the plan.

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- Your daily schedule (including times for your lunch and breaks, time to complete any assigned record keeping).

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- The students(s) daily schedule.

---
- Any regularly scheduled meeting times.

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- Procedures for reporting when you will be absent from work.

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- Procedures for reporting when the student(s) you support are absent from school.

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- Lines of communication and authority to follow regarding school policy, cooperative policy, questions/concerns about my assignments, question/concerns about students, issues/conflicts with fellow Paraeducators.

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- Orientation to school-wide rules and procedures.

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- The role of the Paraeducator in interactions with parents.

---
- How and where to get needed supplies and equipment.

---
- What records or data are you responsible for keeping?

---
- What to do if you do not have enough to do or are concerned that you are being underutilized in the regular classroom.

---
- Other duties or responsibilities of the Paraeducator.

---
- Confidentiality (including interactions with parent(s) in regards to the student and/or supervising teacher, and necessary discretion when using email/cell phones/social networking sites).

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- Inservice requirements and resources.

---
- Who is responsible for planning and adapting?

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- \_\_\_\_\_  
What is my role in the regular education classrooms I will be assisting in?
- \_\_\_\_\_  
What do I do if the student or teacher refuses my help in the regular ed setting?

\_\_\_\_\_  
Paraeducator Printed Name

\_\_\_\_\_  
Paraeducator Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervising Teacher Printed Name

\_\_\_\_\_  
Supervising Teacher Signature

\_\_\_\_\_  
Date

# **Paraeducator**

## **JOB DESCRIPTION**

**Title:** Paraeducator  
**Department:** Classroom/Itinerant

### **Purpose and Objectives of the Position**

To work closely with exceptional students on a regular basis in an effort to provide classroom and program support through instruction, material preparation, scheduling, and communication based on students' individual needs.

### **Essential Job Functions**

- Assists supervising teacher(s) as requested in the classroom.
- Assists students in profiting from inclusionary settings by keeping students on task, assisting with assignment sheets, taking notes and or helping students who have physical limitations participate in classroom activities.
- When assisting with instruction or activities, follow the teacher's lesson plans.
- Works with one or more students to reinforce material initially introduced by the teacher.
- Assists with field trips, recess, snack preparation, bus supervision, etc., as requested by the supervising teacher.
- Implements behavior management plan as outlined by teacher and monitors time out as requested.
- Maintains confidentiality of classroom, student, and parent information.
- Assists in local or district wide screenings as requested by the district or the Interlocal.
- When assigned to more than one district, travels to assigned districts to perform all duties as required of a paraeducator.
- Change diapers or clothing and assist with dressing as needed.
- Provide OT and/or PT therapy for students under the supervision of the OT and PT therapists.
- Attends to extreme needs of special children as may be required, i.e., tube feeding, attending to children who run from the group, or children who may need constant redirecting.
- Other duties may be assigned.

### **Other Duties (Non-Essential)**

- Attends staff meetings scheduled by the local school district or Interlocal as required.
- Assistance with program support, i.e., copying, running errands, gathering instructional materials, escorting students/parents and others as required.
- Actively encourages student achievement.
- Assists with reports and files as requested.
- Assists teacher(s) with physical classroom setting, i.e., bulletin boards, room arrangement, learning centers, sterilizing toys/equipment and cleaning where required.
- Assists teacher(s) with paperwork, i.e. copying materials for student use.
- Recess, lunch duty, daily lunch count, bus supervision and other building responsibilities as requested by the local school district.
- Other duties may be assigned.

### **Knowledge, Skills and Abilities Required**

- Attends inservices as requested by Interlocal, completing required hours of training/informational sessions as set forth by the Kansas State Department of Education.
- Demonstrates mobility, agility, and dexterity in moving from place to place and working with students in various circumstances inside and outside. Demonstrate the ability to focus on students

and student activities more than 75% of the time. Has the dexterity to manually move, lift, pull or push objects of not more than 25 pounds.

- Works to accomplish the goals and policies of the school district.
- Follows building policies and procedures.
- Demonstrates capability to use a variety of classroom equipment, such as computer, copier, etc.
- Learns appropriate methods of working with disabled students.
- Supports and assists supervising teacher's classroom management techniques.
- Good interpersonal and communication skills.
- Must perform essential functions with or without reasonable accommodations.
- Must support safety requirements.
- Takes questions or concerns about assignment through appropriate chain of command for answers.
- Displays dependability and punctuality in attendance.

**Working Conditions:** Moderate environmental conditions and noise levels. May be required to wear protective garments and/or gloves for exposure control under limited circumstances.

**Minimum Qualifications:** High school diploma or its equivalent. Previous work experience involving children is helpful. Must be able to work in a team situation, follow directions, work well with children and adults, and maintain confidentiality.

**Evaluation:** Performance of this job will be evaluated in accordance with provisions of the Board's policy on Evaluation of paraeducators.

## **GLOSSARY OF SELECTED TERMINOLOGY**

**Adaptive Physical Education:** Programs which have the same objectives as the regular physical education programs, but in which adjustments are made in the curriculum to meet the needs and abilities of exceptional individuals.

**Assistive Technology Device:** Any item, piece of equipment, or product system, whether acquired commercially off the shelf, modified, or customized, that is used to increase, maintain, or improve the functional capabilities of a child with a disability.

**Assistive Technology Service:** Any service that directly assists a child with a disability in the selection, acquisition, or use of an assistive technology device. This term shall include the following:

- 1) Evaluating the needs of a child with a disability, including a functional evaluation of the child in the child's customary environment;
- 2) purchasing, leasing, or otherwise providing for the acquisition of assistive technology devices by children with disabilities;
- 3) selecting, designing, fitting, customizing, adapting, applying, maintaining, repairing, or replacing assistive technology devices;
- 4) coordinating and using other therapies, interventions, or services with assistive technology devices, including those associated with existing education and rehabilitation plans and programs;
- 5) providing training or technical assistance for a child with a disability or, if appropriate, that child's family; and

- 6) providing training or technical assistance for professionals including individuals providing education and rehabilitation services, employers, or other individuals who provide services to, employ, or are otherwise substantially involved in the major life functions of a child.

**Autism:** A developmental disability significantly affecting verbal and nonverbal communication and social interaction, generally evident before age three but not necessarily so, that adversely affects a child's educational performance. Other characteristics often associated with autism are engagement in repetitive activities and stereotyped movements, resistance to environmental change or change in daily routines, and unusual responses to sensory experiences. The term shall not apply if a child's educational performance is adversely affected primarily because the child has an emotional-disability.

**Audiology:** The determination of the range, nature, and degree of hearing loss including referral for medical or other professional attention for the habilitation of hearing.

**Cerebral Palsy:** An impairment of the nervous system designated by a number of neuromuscular disabilities which are characterized by disturbances of motor function resulting from damage to the brain and central nervous system.

**Comprehensive Evaluation:** An evaluation that includes consideration of the school, home, and community. It shall be non-discriminatory and multi-disciplinary and shall include physical, psychological, and educational data.

**Counseling Service:** The services provided by guidance counselors.

**Deaf Blindness:** The combination of hearing and visual impairments that causes such severe communication and other developmental and educational needs that they cannot be accommodated in special education programs solely for the hearing impaired or the visually impaired.

**Developmental Delay:** A deviation from average development in one or more of the following developmental areas that special education and related services are required:

- 1) Physical;
- 2) cognitive;
- 3) adaptive behavior;
- 4) communication; or
- 5) social or emotional development.

The deviation from average development shall be documented and measured by appropriate diagnostic instruments and procedures.

**Director of Special Education:** The local principal administrator in the area of special education. There are specific training and certification requirements this individual shall have before they can be approved as a director. Some school districts or cooperative programs will have a director as well as supervisors for the various programs.

**Early Childhood Disability:** A delay in one or more developmental areas for children aged five and under that special education and related services are required.

**Emotional Disability:** A condition exhibiting one or more of the following characteristics over a long period of time and to a marked degree that adversely affects a child's educational performance:



- 1) An inability to learn that cannot be explained by intellectual, sensory, or health factors;
- 2) an inability to build or maintain satisfactory interpersonal relationships with peers and teachers;
- 3) inappropriate types of behavior or feelings under normal circumstances;
- 4) a general pervasive mood of unhappiness or depression; or
- 5) a tendency to develop physical symptoms or fears associated with personal or school problems. The term shall include schizophrenia but shall not apply to children who are socially maladjusted unless it is determined that they have an emotional disability.

**Epilepsy:** A group of nervous disorders marked primarily by convulsions of varying forms and degrees.

**Exceptional Children:** Children who differ in physical, mental, social, emotional, or educational characteristics to the extent that special education services are necessary to enable them to progress toward the maximum of their abilities or capacities. This includes both handicapped and gifted children.

- A. Children with Disabilities - Children who are mentally retarded, hard of hearing, deaf, speech impaired, visually impaired, seriously emotionally disabled, crippled, or who are health impaired and by reason thereof require special education and related services. Specific learning disabilities, language impaired, severely multiply handicapped/deaf-blind, TBI, and autistic are also included in this category (as defined in Federal legislation P.L.94-142).
- B. Gifted - Those individuals who perform or demonstrate the potential for performing at significantly higher levels of accomplishment in one or more academic fields due to intellectual ability, when compared to others of similar age, experience, and environment.

**Hearing Impairment:** An impairment of hearing, whether permanent or fluctuating, adversely affects a child's educational performance but that does not constitute deafness as defined in this regulation.

**Homebound and Hospitalized:** Persons who cannot attend school due to a short or long-term disability and who receive educational services from approved instructors within a home or hospital setting. Such disabilities may include injuries, diseases, or any other conditions requiring home or hospital confinement.

**Inclusion:** Determination of the least restrictive environment for each special education student will be determined on a case-by-case basis. The IEP team will ensure that students included in their regular education classroom receive appropriate support and special services. Parental input, the attitude of the receiving teacher, student strengths, and necessary adaptations/accommodations are several of the variables that will be considered in arriving at this decision. Unless the student's IEP requires some other arrangement, students will be educated in the school which they normally attend if not handicapped.

**IEP (Individual Education Program):** The individualized education program which is a written statement of the special education and ancillary services needed by a child based on their current level of functioning. It assigns responsibility for the delivery of these services, sets forth the anticipated changes in the child's behavior, and describes how these changes will be measured. Parents and, when feasible, the child must be given the opportunity for active participation in its formulation.

**Language Disorder and/or Impairment:** Children whose basic communication systems, whether verbal, gestural, or vocal, evidence disorder, deviations, or general developmental needs in language, speech, fluency, or voice quality, hinders their academic learning, social adjustment, self-help skills, or communication skills.

**Least Restrictive Alternatives:** Sufficient educational alternatives to meet the diverse needs of children and youth with various types and degrees of exceptionality. School districts must implement a service continuum which provides an array of placement options for exceptional learners. The total program developed by each school district or special education cooperative or in conjunction with other agency services, includes a series of service levels, as needed, or a progressive scale from least to most intensive, and provided in accordance with the least restrictive environment principle.

**Least Restrictive Environment (LRE):** The environment in which the student can perform academically, behaviorally, and socially at levels compatible with their capabilities. It may be an intensive level of service but should not, for the reason of the exceptionality alone, remove the student completely from the activities of their age peers. LRE is determined on a case-by-case basis by the individual student's IEP team. For some students, the least restrictive environment is within the regular education setting. For others, the LRE is in a setting which allows them more freedom, such as movement.

**Intellectual Disability (ID) (KAR 90-40-1):** Significantly subaverage general intellectual functioning, existing concurrently with deficits in adaptive behavior and manifested during the developmental period that adversely affects a child's educational performance.

**Multiple Disabilities:** Coexisting impairments, the combination of which causes such severe educational needs that those needs cannot be accommodated in special education programs solely for one of the impairments. The term shall not include deaf-blindness.

**Occupational Therapy (OT):** Services provided by a qualified occupational therapist and shall include services for the following:

- 1) Improving, developing, or restoring functions impaired or lost through illness, injury, or deprivation;
- 2) improving the ability to perform tasks for independent functioning if functions are impaired or lost; and
- 3) preventing, through early intervention, initial or further impairment or loss of function.

**Orthopedic Impairment:** A severe orthopedic impairment that adversely affects a child's educational performance and includes impairments caused by any of the following:

- 1) Congenital anomaly, including clubfoot or the absence of a limb;
- 2) disease, including poliomyelitis or bone tuberculosis; or
- 3) other causes, including cerebral palsy, amputation, and fractures or burns that causes contractures.

**Other Health Impairment:** Having limited strength, vitality, or alertness, including a heightened alertness to environmental stimuli, that results in limited alertness with respect to the educational environment and that meets the following criteria:

- 1) Is due to chronic or acute health problems including asthma, attention deficit disorder or attention deficit hyperactivity disorder, diabetes, epilepsy, a heart condition, hemophilia, lead poisoning, leukemia, nephritis, rheumatic fever, and sickle cell anemia; and
- 2) adversely affects a child's educational performance.

**Physical Therapy (PT):** Physical therapy can provide the following:

- 1) Ambulation training;

- 2) development of mobility;
- 3) transfer skills;
- 4) positioning;
- 5) range of joint mobility and muscle flexibility;
- 6) strengthening of muscular and respiratory systems;
- 7) enhancement of motor experience and stimulation of sensorimotor prerequisites; and/or
- 8) recommendations for selection, adaptation, and training in the use of equipment, materials, and seating.

**Procedural Due Process:** Procedures which ensure equal educational opportunities for all children including those who are exceptional. Specifically, exceptional children and their parents are guaranteed procedural safeguards in decisions regarding identification, evaluation, and educational placement.

**School Psychological Services:** Services which offer assistance and supportive services to the students, parents, administrators, special education, and regular classroom teachers in the understanding of learning and behavior in the development of good mental health.

**Self-Contained Class:** An educational program in which learners are enrolled in a special classroom for instruction which meets their exceptional needs.

**Special Education Cooperative Agreement:** A plan whereby the boards of two or more school districts within or without the state may enter into an agreement to provide special education services on a shared-cost basis. In these agreements, one district shall be designated the sponsoring district; the remaining district(s) shall become participating districts. The board of education of the sponsoring district is the legal body of the Cooperative under the Special Education for Exceptional Children Act for the purpose of operation and administration in providing education's services. It is strongly recommended that the Special Education Cooperative be comprehensive (include a full range of service).

**Special Education Instructional Materials Center (IMC):** A center which provides resources in support of special education programs. The SEIMC supplements rather than supplants the districts obligatory provision of those supplies and equipment required to meet the needs of exceptional learners.

**Special Teacher:** Special teacher is defined as:

- a. A teacher employed by a school district for special education services who is certified by the State Board of Education to instruct exceptional children.
- b. Special education supportive personnel certified by the State Board of Education, such as school psychologist, school social workers, speech clinicians, and audiologists.
- c. Special education supportive or instructional personnel, such as occupational therapists, counselors, early childhood personnel, and nurses who hold current certification from their respective licensing registering agents appropriate for the special work.
- d. Other supportive instructional personnel for which there is no licensing or registering agent may be approved on an individual basis by the Special Education Administration Section if they are employed to work with exceptional children and are recommended for such employment by their parent training institution. (For example adaptive physical education, perceptual motor, recreation, and early childhood.)

**Specific Learning Disabilities:** A disorder in one or more of the basic psychological processes involved in understanding or using language, spoken or written, that may manifest itself in an imperfect ability to listen, think, speak, read, write, spell, or to do mathematical calculations, including perceptual disabilities, brain injury, minimal brain dysfunction, dyslexia, and developmental aphasia. The term shall not include learning problems that are primarily the result of any of the following:

- 1) Visual, hearing, or motor disabilities;
- 2) Intellectual disability;
- 3) emotional disability; or
- 4) environmental, cultural, or economic disadvantage.

**Speech and Language Impairment:** A communication disorder, including stuttering, impaired articulation, a language impairment, or a voice impairment, that adversely affects a child's educational performance.

**Speech/Language Pathology Services:** The provision of any of the following services:

- 1) Identification of children with speech or language impairment;
- 2) Diagnosis and appraisal of specific speech or language impairments;
- 3) Referral for medical or other professional attention necessary for the habilitation of speech or language impairments;
- 4) Provision of speech and language services for the habilitation or prevention of communicative impairments; and
- 5) Counseling and guidance of parents, children, and teachers regarding speech and language impairments.

**Support Services:** Services that are required to maintain an exceptional child in an appropriate educational setting. They include, but are not limited to audiology, counseling services, medical services for diagnostic or evaluation purposes, occupational therapy, parent counseling and training, physical education, physical therapy services, social work services, specialized equipment, speech/language services, transportation, and vocational education.

**Traumatic Brain Injury:** An acquired injury to the brain caused by an external physical force, resulting in total or partial functional disability or psychosocial impairment, or both, that adversely affects educational performance. The term shall apply to open or closed head injuries resulting in impairments in one or more areas, including the following:

- 1) Cognition;
- 2) Language;
- 3) Memory;
- 4) Attention;
- 5) Reasoning;
- 6) Abstract thinking;
- 7) Judgment;
- 8) Problem solving;
- 9) Sensory, perceptual, and motor abilities;
- 10) Psychosocial behavior;
- 11) Physical functions;
- 12) Information processing; and
- 13) Speech.

The term shall not include brain injuries that are congenital or degenerative or that are induced by birth trauma.

**Visual Impairment:** An impairment in vision that, even with corrections, adversely affects a child's educational performance. The term shall include both partial sight and blindness.