

**JAMES RIVER SPECIAL EDUCATION UNIT**  
**Policies for Staff**

**A. QUALIFICATIONS**

It shall be the policy of the Multidistrict Special Education Board to employ on the instructional staff, only those persons who hold the minimum of a Bachelor's Degree.

**B. CONTRACTS**

All contracts with instructional personnel employed by the Multidistrict Special Education Board except substitutes shall be in writing and signed by officers as provided by law.

**C. SALARIES**

1. Salary payments shall be scheduled so that personnel may have an option at the beginning of each school year. Options of payment are:
  - a. Twelve month basis with 1/12 payable each month
  - b. Ten month basis with 1/10 payable for months of September through June.
2. Pay day will be on the 20th of each month.
3. Upon entering the Special Education Unit, each teacher will be placed upon the step in the uniform salary schedule then in effect that is determined by the special education director according to the training and experience of the teacher.

**D. SUBSTITUTE TEACHERS**

1. The salary of the substitute teacher shall be set by the Multidistrict Special Education Board.
2. A substitute who teaches more than ten consecutive days for one teacher shall receive full salary according to the schedule, up to a maximum of five years experience, provided the substitute teacher holds the appropriate special education teaching credential/certificate. In the event that the substitute teacher does not hold a special education credential/certificate, she/he shall receive daily pay which is negotiated between the substitute and the special education director.
3. School administrators are responsible for locating substitutes for special education teachers. At present, speech/language sessions are cancelled due to lack of trained substitutes available. School administrators will make first attempt to locate a substitute teacher trained in the field of special education. In the event that such

substitute teachers are not available, regular education certified substitutes shall be utilized.

The special education teacher is responsible for reporting his/her absence to the administrator of the school or schools he/she is serving that day. In the event that the SLD teacher, for example, is to serve two schools, the teacher is to inform both administrators of his/her absence. Each administrator will be responsible for locating a substitute for their school only. Travel reimbursement will not be made to substitutes except in the case where a teacher's assignment requires the teacher to travel between schools.

4. The special education director is responsible for locating long-term substitutes for all special education teachers. Credentialed substitutes will be sought. In the event that credentialed substitutes cannot be located, regular education certified teachers will be hired as substitutes.
5. Substitute teachers will be paid by the local districts with reimbursement from the unit.
6. Procedures for Substitutes.
  - a. The teacher will be responsible for insuring that proper materials are in the schools for the substitute to use with the students.
  - b. The teacher is to avoid having the substitute do only 'busy work' with the student and whenever possible will have the student continue in the materials he/she is normally working in.
  - c. In the event that the amount of time involves one or two twenty-minute sessions, a substitute will not be called in. In those cases, the teacher is responsible for preparing a folder of materials which is to be given to the classroom teacher or administrator for the child to work from in the absence of the teacher.
  - d. If a substitute cannot be located, sessions will be cancelled.
  - e. The teacher must be well-organized and prepared for a substitute with well-defined lesson plans and notes at all times.

#### E. SICK LEAVE

Personnel shall report to their building administrators when absent due to illness. Once the leave is approved at the district level, the employee is to send a copy of the leave form to the Special Ed Office. The local administrator or designee shall also report sick leave to the Special Ed Office by means of the Staff Absence & Substitute Reporting Form. The form should be sent monthly.

**F. MATERNITY/ADOPTION LEAVE (Revised 10/14/2015)**

That which qualifies for sick leave may be taken. Employee is entitled up to six weeks accumulated sick leave. Any additional leave taken is unpaid leave and has to be approved by the director. The special education director shall be notified by the teacher requesting leave at such reasonable period as may be necessary to secure a substitute. Maternity/Adoption leave shall also be reported to the Special Ed Office by means of the Staff Absence & Substitute Reporting Form.

**G. PERSONAL LEAVE**

Personnel shall report to their administrator at the school to which they are to report on the day for which they are requesting leave at least one week in advance. Once the leave is approved at the district level, the employee is to send a copy of the leave form to the Special Ed Office. The local administrator or designee shall also report personal leave to the Special Ed Office by means of the Staff Absence & Substitute Reporting Form. The form should be sent monthly.

**H. PROFESSIONAL LEAVE**

Professional leave shall be granted at the discretion of the Director.

1. Expenses paid by the Multidistrict are:
  - f. Mileage at state rate.
  - g. Registration fee (noncredit).
  - h. Meals at state rate for in-state. Out-of-state meal rates will be set by the board and reviewed annually. If registration fee includes meal, reimbursement for that meal cannot be claimed.
  - i. Necessary lodging at cost with reservations made by the SEO.
2. The special education director shall keep an accurate record of all leave and report to the Board annually. Personnel are requested to obtain approval for professional leave from the director. Once the leave has been approved, the director will send a copy of the approval to the local school administrator informing him/her of the purpose of the leave, date(s), etc. The local administrator or designee shall also report professional leave to the Special Ed Office by means of the Staff Absence & Substitute Reporting Form. The form should be sent monthly.

**I. EMERGENCY LEAVE**

1. Emergency leave shall be granted at the discretion of the special education director in case of death or serious illness. In the event that a teacher is unable to contact the director for approval, he/she may contact the base school administrator for approval. Once the leave is approved, the employee is to send a copy of the leave form to the Special Ed Office. The local administrator or designee shall also report emergency leave to the Special Ed Office by means of the Staff

Absence & Substitute Reporting Form. The form should be sent monthly.

2. All other employees may also be granted emergency leave at the discretion of the director.

**J. LEAVE WITHOUT PAY REQUESTS**

Leave without pay shall be granted at the discretion of the special education director. Employees requesting leave without pay will be asked to complete the leave without pay form, which will be returned to the business manager, who will then give a copy to the director. See appendix A for form.

**Board adopted and added 1/11/2018**

The James River Special Education Board gives the authority to approve/deny unpaid leave requests to the Director. Unpaid leave requests shall be made to the Director in writing at least one month in advance of the leave. Unpaid leave will be limited to three days over a five year period of time with the exception of unpaid maternity/adoption leave requests.

**K. ACCOUNTING OF DAYS**

An accounting of the number of accumulated sick leave days shall be given to each employee at the beginning of the contract period.

**L. MILEAGE**

A mileage chart will be used by special education teachers for reporting mileage rather than using odometer readings. Mileage vouchers shall be submitted to the Special Education Office on the last school day of the month. If vouchers are not submitted on time, payment will be held until the following month.

**M. SOCIAL SECURITY**

Those persons who were employed by the Multidistrict Special Education Unit in the initial year of operation had a choice of whether or not they desired to be covered under the Federal Social Security Act. Some employees chose to be covered, others chose not to be covered. All other persons hired since the 1980-81 school term are under the Federal Social Security Act and deduction for the fund will be made from each check. The percent in effect at that time will be deducted from each paycheck until the maximum required by law has been reached. The Special Education Unit will pay the matching of Social Security.

**N. WORKMEN'S COMPENSATION**

All employees are covered by the North Dakota Workmen's Compensation Act. It is important that any injury sustained while on duty be reported immediately to the Superintendent of Schools, who will then relay the information to the proper department.

**O. UNEMPLOYMENT**

All personnel are covered under the Unemployment Program.

**P. TEACHERS FUND FOR RETIREMENT**

The Multidistrict Special Education Unit shall use the deductible TFFR plan. Under this plan, the employee is taxed on the salary with TFFR subtracted from it. Social Security is based upon the original salary without TFFR subtracted. The Special Education Unit pays the employer share of TFFR as governed by the State Legislature.

**Q. OTHER DEDUCTIONS**

1. Federal income tax will be deducted from each paycheck.
2. State income tax will be withheld from each paycheck.
3. Payroll deduction of NDEA dues will be provided for those who desire it to be done. Written notification must be provided.
4. Annuities will be done for those who provide written request with companies approved under the unit's 403 B Plan.
5. The difference between the cost of single health and dental or vision insurance coverage and family (if desired and applicable).
6. Total cost of Medical Life Insurance coverage may be deducted at the request of the employee.

**R. STAFF ASSIGNMENTS**

Staff assignments will be arranged by the special education director. Staff will be notified of school assignments at the earliest possible date. (As provided by the negotiated agreement.)

**S. LEAVE OF ABSENCE**

Certified employees, after having been employed by the James River Multidistrict Special Education Unit for four consecutive years or more, upon request, may be granted a leave of absence for not more than one school year. No salary will be paid during this leave of absence. Under normal circumstances, six months advanced notice is to be given to the

Unit Board. The Unit Board will handle requests on a case by case basis. The Unit Board is to give written determination to the employee requesting the leave.

#### **T. SCHOOL CALENDAR**

Unit personnel shall observe those work days, holidays and vacation days as specified in their base schools. Classroom teachers are to observe the length of working days as required of all other teachers within their building.

#### **U. STAFF EVALUATION**

Teachers shall be observed and evaluated by a member of the James River administrative team and the building administrator. All first, second and third year teachers are to be evaluated a minimum of two times per year. Teachers with more than three years of experience are to be evaluated a minimum of one time per school year. Professional staff will be evaluated by the director a minimum of once per year. SLPAs will be evaluated by the Speech-Language Coordinator a minimum of once per year.

#### **V. REDUCTION-IN-FORCE POLICY**

The school board shall have the sole right to determine the necessity for and scope of a reduction-in-force for reasons including, but not limited to, lack of funds, uncertainty of funds, declining enrollment, or other reasons of necessity. This determination shall not be arbitrary or capricious. If a decision is made to reduce the teaching staff, any teacher affected thereby shall be given such notice as may be required by law. The selection of the teachers) to be nonrenewed because of reduction-in-force shall be made in accordance with the following criteria:

1. Attrition, including retirements and resignations, shall be relied on to the extent possible.
2. When attrition is not sufficient to alleviate the necessity for reduction-in-force, then the policy of the district shall be to retain those teachers with the greatest adaptability, to meet the present and future staffing and educational needs of the district.
3. When two teachers within the same area of certification are deemed to be of equal adaptability to meet the present and future staffing needs of the district, then the teacher with the superior academic and professional preparation, beyond minimum certification requirements in his or her teaching field, shall be retained.
4. When two teachers are deemed to be of equal adapt ability and have equal degrees within their teaching fields, then the teacher who has taught in this district for the greater period of time shall be retained.

Any teacher who is nonrenewed under the provisions of this policy may request and shall be given consideration for teaching vacancies for which said teacher is qualified and which occur within fifteen (15) months after receipt of written notice of the nonrenewal decision. It shall be the sole responsibility of said teacher to provide the district with a current address. Any teacher who is offered re-employment hereunder and fails to accept the same within fifteen (15) days after it is offered, shall be deemed to have rejected said offer and waived all future re-employment rights.

#### **W. EXTRACURRICULAR DUTIES NOT RELATED TO SPECIAL EDUCATION**

In the event that a teacher employed by the James River Multidistrict Special Education Unit accepts extracurricular duties not related to the field of special education in one of the unit's member districts, and he/she is involved in an activity which takes him/her from school, the following shall apply:

1. The involved teacher, administrator and the special education director must meet prior to the leave to discuss necessary arrangements.

#### **X. STORM DAYS/NOT RETURNING TO WORK**

If a teacher is out of town and cannot return to work because of adverse road conditions or weather, the teacher will forfeit a personal day if the personal leave days have not been used up to that point, or a day's pay if the teacher has used all of his/her personal leave time.

#### **Y. MEETINGS AND CONFERENCES**

1. The special education director will hold staff meetings as deemed necessary at a suitable time and place.
2. IEP meetings may be during the school day with substitute teachers provided. At times it is more feasible to meet before or after school because of the numbers of teachers involved. These decisions must be conducive to parent needs and schedules. It is necessary that building principals and special education staff communicate on an on-going basis when determining when IEP's are scheduled.
3. Evaluations conducted by the psychologist and requiring associated meetings will be scheduled throughout the school day.
4. Whenever possible and appropriate, special education teachers should arrange to be at a school they are assigned to for parent/teacher conferences.

#### **Z. GRIEVANCE PROCEDURE**

If a disagreement occurs, special education teachers are to consult with the school principal and if the disagreement is not resolved it shall be brought

to the superintendent and the special education director. If the problem is not resolved at that level, it may be brought to the Multidistrict Special Education Board.

**AA. SCHEDULES AND LESSON PLANS**

1. Weekly schedules are to be arranged with the special education director.
2. All special education teachers shall provide the special education director and the school principal with a daily and weekly schedule by September 15 of each school year. They shall also notify the special education director and school principal of any changes throughout the school year.
3. First year teachers are required to turn in copies of their lesson plans each Friday. All other teachers shall have lesson plans available upon request.

**BB. RECORD KEEPING**

All special education staff will use the Statewide Web-based Case Management System (TIENET), available via Internet. TIENET contains all of the components of the IEP and other required forms for students receiving special education services.

The official special education record shall be a part of the student's cumulative file. In the event a casemanager chooses to keep a hard-copy casemanager file, a record locator form will be used to indicate where copies of records are located.

Copies of all required forms and documentation will be filed in the student's cumulative file within a reasonable time period following their completion.

Copies of forms shall be provided to parents as required by IDEA.

**CC. PURCHASING**

All purchasing done by the Special Education Unit is done by purchase order and/or authorization by the special education director or his/her designee. No employee is to purchase items and bill them to the Special Education Unit without proper authorization. All instructional materials and equipment requested by teachers are to be submitted to the special education director.

**DD. PUPIL PROGRESS REPORTS**

Special education teachers are required to report IEP progress a minimum of twice per year



**EE. NEGOTIATIONS**

Negotiations will be carried out every year/two years as stated in the law.

The Multidistrict Special Education Board shall be notified by the teaching staff of their intent to negotiate by April 1st of each school year.

**FF. TEACHERS ATTENDING NATIONAL CONFERENCE**

The James River Special Education Unit will strive to send two teaching staff to a national conference or specified training each year with related expenses covered and approved by the Director. (Lodging and travel arrangements to be made by the SEO and out-of-state meal rates to be set by the board and reviewed annually.) The director will choose which staff members will attend based on student/district/cooperative needs. Attendees will keep and submit receipts for any registration, lodging and transportation fares upon return. Federal funds will be used to fund attendance. Drastic reduction in federal funds could result in the policy being reviewed for possible amending.

**GG. EMPLOYEE ALCOHOL AND DRUG ABUSE POLICY**

The school has a clear responsibility to maintain an atmosphere which will promote a quality learning environment. The misuse of alcohol and other drugs by one employee may endanger the safety and well being of all other employees and all students. It is necessary that our employees be made aware of the danger inherent in making unwise choices about chemical use. Further it is the responsibility of the school to intervene when the school's learning environment or the employee's ability to perform assigned duties is threatened.

Therefore, the Board of the James River Multidistrict Special Education Unit supports the strict enforcement of the following alcohol and drug policy:

1. The use, possession, distribution, dispensing or manufacture of alcohol or any illegal drug is prohibited in any building belonging to or used by the James River Special Education Unit or on the grounds of any such building or on any property or in any vehicle belonging to the Multidistrict or at any school-related activity.
2. The special education unit will utilize positive discipline procedures if the violation is possession or use. Other violations may result in more immediate action, including discharge and notification of proper authorities. Due process procedures will be followed in any such termination.
3. The special education unit will provide an employee assistance as a service to employees of the school in overcoming problems that may jeopardize continued employment and health. Assistance will provide

information for counseling and treatment referral so that employees may seek and get counseling on alcohol and drug matters at any time without fear or reprisal and with assurance of the confidentiality of the counseling. Providing information for referral or treatment when needed should be a constructive and not a punitive action.

We recognize that chemical addiction is a treatable disease. Employees shall be allowed to use sick leave, to the extent accumulated, for chemical addiction treatment if undertaken at a facility approved by the Division of Alcohol and Drug Abuse of the North Dakota Department of Health. However, no employee shall be granted sick leave for inpatient treatment of alcoholism/chemical dependency more than once.

4. The special education unit will attempt to provide a supportive school environment for students and staff who have been harmfully involved with drugs and alcohol, including those whose families are disrupted by chemical abuse.

#### **HH. TRAVEL POLICY – OUTSIDE THE UNIT**

All employees of the James River Multidistrict Special Education Unit will be reimbursed for meals, lodging and other related expenses when conducting business for the Unit or attending out-of-town activities on behalf of the Unit. Rates of reimbursement for in-state and out-of-state lodging shall be at cost with reservations made by the SEO; meals at state rate for in-state, out-of-state meal rates will be set by the board and reviewed annually; mileage at state rate for use of your personal vehicle; and registration, parking and other pertinent business expenses at cost, with receipts submitted and approved by the director. A receipt for lodging must be submitted for all overnight stays.

#### **II. SEXUAL HARASSMENT POLICY**

Sexual harassment is recognized as a form of sex discrimination and thus a violation of the laws which prohibit sex discrimination. Under the Equal Employment Opportunity Commission (IEOC) guidelines which the multidistrict follows, an employer may be held accountable if a person is harassed by supervisory employees, whether or not the employer is aware of the harassment or acts promptly to remedy life situation. If a person is harassed by fellow workers or by non-employees the employer is held accountable if the employer knows or should have known of the harassment and fails to take immediate and appropriate corrective action.

A learning and working environment that is free from sexual harassment will be maintained in the James River Multidistrict Special Education Unit. It will be a violation of policy for any member of the district staff to harass another staff member or student or for students to harass other students or staff members, through conduct or communication of a sexual nature as defined by this policy).

Administrators and supervisors will make it clear to their staff and students that sexual harassment is prohibited by Board policy and is grounds for disciplinary action. Administrators will use staff meetings and inservice sessions and student assemblies to inform employees and students of their rights and remedies under the law

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct or communication of a sexual nature when (1) submission in such conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment, or of obtaining an education, advancement or grade, (2) submission to or rejection of such conduct or communication an individual is used as a factor in decisions affecting such individual's employment or education, or (3) such conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or education or creating intimidating, hostile, or offensive employment or education environment.

Sexual harassment as defined above may include, but is not limited to:

1. Sex-oriented verbal kidding, abuse, or harassment;
2. Pressure (subtle or otherwise) for sexual activity;
3. Repeated remarks to a person, with sexual or demeaning implications;
4. Unwelcome touching, such as patting, pinching, or constant brushing against another's body;
5. Suggesting or demanding sexual involvement accompanied by implied or explicit threats concerning one's grades, employment status, or similar personal concerns.

Any person who believes he or she has been the victim of sexual harassment *by any* employee or student of the multidistrict or any third person with knowledge or belief of conduct which may constitute sexual harassment should report the alleged acts immediately to the Special Education Director. If the official designated is the person alleged to have sexually harassed another, the complaint may be made to a member school district administrator or directly to the Multidistrict Board President. Filing of a complaint or otherwise reporting sexual harassment will not reflect upon the individual's status or affect future employment, work assignments, or grades.

The right to confidentiality, both of the complainant and of the accused, will be respected consistent with the Multidistrict's legal obligations and with the necessity to investigate allegations of harassment and to take

disciplinary action when this conduct has occurred.

A substantiated charge against a Multidistrict staff member will subject such member to disciplinary action, which may include discharge.

A substantiated charge against a student in the Multidistrict will subject that student to disciplinary action, which may include suspension or expulsion, consistent with student disciplinary policies.

Notice of this policy will be circulated to all district schools and departments and incorporated in the Multidistrict Manual.

## JJ. SIGNIFICANT CONTAGIOUS DISEASES

### **Definitions**

For the purposes of this policy, the terms affected person, decision maker, independent contractor, institution, reasonable accommodations, significant contagious disease, special provisions, and universal precautions will be defined in accordance with ND Administrative Code 33-06-05.1-02.

### **Universal Precautions**

The District will use universal precautions as standard procedure in the care and maintenance of school property and in administering first aid or otherwise handling emergencies.

### **Nondiscrimination & Anti-Harassment**

No person shall be denied admission as a student, a contract as an independent contractor, or employment solely because they have or they are perceived to have a significant contagious disease. The District prohibits harassment and/or discrimination against an individual diagnosed as having a significant contagious disease on district property, including, but not limited to, district buildings, vehicles, school events, and computer networks. Complaints alleging harassment/discrimination based on a significant contagious disease shall be handled in accordance with the district's Harassment and Discrimination Grievance Procedure.

### **Confidentiality**

The affected individual, his/her parents, and the affected individual's physician have no obligation to inform the school district of the disease unless the following is true. The disease poses a significant health risk to others in the institutional setting or if special provisions are necessary to protect the health of the affected person or the health of those in the institution.

If the health risk or protective provisions are identified, the individual, his/her parents or the physician shall contact the Superintendent of Schools.

When the Superintendent is notified, he/she shall identify the individuals who must be aware of the disease in order to protect the health of the affected person or those with whom he/she comes in contact or in order to arrange the special provisions necessary. The extent and nature of the special provisions will be determined in consultation with the affected individual's physician. The Superintendent will strictly confine release of information regarding the affected person to those who need to know. It will be stressed that information shared with such identified persons must remain absolutely confidential and that any breach of confidentiality will be considered a serious violation subject to policies and procedures for disciplinary action.

The affected individuals and his/her parents, if the affected person is a student, will be notified of the persons with whom information about the disease will be shared.

### **Spokesperson**

The Board designates the Superintendent as the person to receive information concerning the status of students, employees, and independent contractors from their physicians. The Superintendent shall be the official spokesperson for the institution when information concerning an affected individual becomes public and may not delegate this duty. The Superintendent may request assistance from the Department of Public Instruction of State Department of Health in developing a plan for conflict resolution.

### **Reasonable Accommodations & Public Health Threats**

Except as provided below, the personal physician of the affected individual shall be solely responsible for deciding whether the individual constitutes a public health threat and/or whether the individual has the ability to continue in school or perform his/her duties.

- **Students:** When a student's personal physician or the multidisciplinary team (in the case of a student who is defined as having a disability under the Individuals with Disabilities Education Act or NDCC) determines that the student is unable to participate in regular classroom instruction, the District will provide either reasonable accommodations, special provisions, or an individualized education program. The Superintendent shall establish procedures for the development of special provisions.
- **Employees & Contractors:** When an employee's, prospective employee's, or independent contractor's personal physician determines that the employee, prospective employee, or independent contractor is able to perform job duties and does not constitute a public health threat, the District will consider and implement reasonable accommodations to allow the affected individual to become/continue as an employee or become/continue as an independent contractor.

## **Education**

- **Students:** The District will implement an instructional program on significant contagious disease appropriate to each participating grade level, providing information about the diseases, methods of transmission, the means of protecting against contracting the diseases in an institutional setting, the use of universal precautions and prevention. Instruction will begin in Grade K and continue through Grade 9.(1). The curriculum will be integrated into the health curriculum.

The Superintendent is charged with recommending revisions in the program to the Board to update and modify the curriculum as new information about significant contagious diseases is made available. The Department of Public Instruction and/or the State Department of Health will review and approve any curriculum and materials developed for use in this program according to the guidelines established by the Center for Disease Control.

Prior to the start of the significant contagious disease instructional program, and at any time thereafter, parents and guardians of students who will be involved in this program will have an opportunity to preview/review the curriculum and materials.

- **Employees:** All district employees will receive appropriate training that addresses significant contagious disease prevention. The training will be presented by a health professional or someone specifically qualified in prevention of significant contagious diseases education. Training will include the proper use of universal precautions. Those employees designated to teach significant contagious disease prevention to students will receive additional inservice from qualified health education professionals.
- **Independent Contractors:** All independent contractors performing services for the District will receive a brochure concerning significant contagious diseases upon entering into a contract with the District. The brochure shall contain information regarding the transmission of significant contagious diseases in an institutional setting, the means of protecting against contracting the diseases in an institutional setting, and the use of universal precautions.

## **UNIVERSAL PRECAUTIONS & SANITARY CLEANUP**

School personnel should practice hygienic procedures when disposing of all human secretions and excretions since they may contain infectious agents capable of spreading disease and since carriers of infectious or contagious diseases are often unknown.

The steps listed below should be followed in all such clean-up situations. The procedures are not intended to replace basic common sense principles of health and hygiene.

#### Attending to the Victim

1. Wear disposable gloves when cleaning up all secretions and excretions.
2. Have the victim apply a barrier to the affected area if possible. Any secretions/excretions should be removed with disposable paper towels, gauze, or rags.
3. Secure all cleansing materials, gloves, and other soiled items (e.g., diapers) in plastic bags. Tie bags and dispose in a sanitary disposal site.
4. Bag and send home soiled clothing and/or other personal items. Do not clean or rinse these items at school.

#### Cleaning & Disinfecting Environment

1. Wear disposable gloves when cleaning up the affected area.
2. Sprinkle the affected area with tuberculocidal agent, absorbent chlorine powder, or disinfectant appropriate to the surface as soon as possible.
3. Clean affected area with disposable paper towels, rags, or with a scoop and brush. Scoops or implements to be reused should be washed and sprayed with disinfectant.
4. Secure gloves and all waste in a plastic bag. Tie bag and dispose in a sanitary disposal site.

#### Cleanup for Attending Employee

1. Using the following procedures, wash hands immediately after completing the cleaning and disinfecting process.
  - a. Wet hands and apply antiseptic soap.
  - b. Rub hands together vigorously for at least 15-30 seconds, paying particular attention to fingertips, nails, and jewelry.
2. Clean any exposed skin with an appropriate antiseptic (e.g., alcohol, iodine, etc.) and apply a leak proof dressing if appropriate.

#### KK.. EMERGENCY SERVICES

When an employee of the James River Multidistrict Special Education Unit serves as a member of a community volunteer emergency respond unit such as the ambulance squad or fire department, leave shall be granted under the following conditions:

1. In cases where the units can schedule individuals, the employee request that he/she not be scheduled during school hours.
2. That no more than one employee leave the school at one time for such an emergency service unless the squad is short of responders.
3. In cases where there is not a schedule, the employee respond when called, but return to school once it is determined that there is a sufficient number of other responders.

4. Given the differences amongst the community service units, it is necessary that each employee who serves on such a unit meet with the base school administrator to discuss procedure that is most workable for that particular school and community.

#### **LL. STAFF INVOLVEMENT IN MEDIATION/DUE PROCESS PROCEEDINGS**

In the event a member James River Multidistrict Special Education teaching staff or a paraprofessional hired by the multidistrict is asked to represent a member district or the multidistrict in a mediation or due process proceeding outside of the normal school day, the staff member will be compensated for their time as follows:

1. Compensation for certified teaching staff will be based on the average salary of the special education staff involved. Pay will be based on the amount of time spent in the proceeding, or as a team in preparation for the proceeding, to the nearest half-day.
2. Compensation for noncertified staff will be at the same rate as their normal hourly wage for time spent in the proceeding, or as a team in preparation for the proceeding

#### **MM. INCENTIVE FOR TWELVE MONTH FULL-TIME NONCERTIFIED EMPLOYEES**

For incentive purposes, three days of personal leave will be granted to each twelve month full-time noncertified employee after five years of employment with James River. On the eleventh year of employment, an additional fifty cent raise will be given above the approved annual raise.

#### **NN. Long Term Para Sub Reimbursement Policy**

James River Special Education Unit will reimburse hourly para educator costs at the annual rate established by the board in addition to the para educator substitute costs in instances that involve leave beyond ten consecutive school days. Substitute reimbursement will begin on the eleventh day of consecutive leave and will be paid at the district's rate of pay but not to exceed the annual para educator reimbursement rate.



APPENDIX A.

**Teacher Without Pay Request Form**

To be submitted to the Business Manager when completed

Please read and initial

\_\_\_\_\_ I understand that I am asking to alter the individual contract that I signed with the District where I agreed to: *faithfully perform such services as may be reasonably assigned by the School Board or its designates representative(s) during the life of this contract, including teaching assignments for which said TEACHER is highly qualified.*

\_\_\_\_\_ I understand that one day of pay at my daily rate will be deducted from my paycheck for each day. To determine your daily rate divide your annual contract salary by 182.

Anticipated deduct \$ \_\_\_\_\_

Please complete

**Teacher Name:** \_\_\_\_\_

**Date(s) Requested to be Without Pay:** \_\_\_\_\_

**Please explain why you are requesting to alter your teaching contract:**

**Please explain why this unique situation merits the use of day(s) without pay:**

**Teacher Signature** (indicates the information noted above is true and correct):

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Business Manager Review:**

Is anticipated deduct correct? Yes - No      If not, corrected amount \$ \_\_\_\_\_ /day

Total salary deduct \$ \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Directors Approval:**

This request is APPROVED - DENIED

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

[Final Destination (Signed Original – Personnel File; Copy – Business Manager & Employee)]

**Process for Determining Special Education/Para Educator Staffing in  
Schools**  
**James River Special Education Unit**

The amount of certified special education teacher and para educator time will be reviewed annually. Along with staffing, there should also be a discussion concerning any special type of significant assistive technology needs or specially designed material/equipment needs for the coming school year.

By March 15th of each school year, the special education coordinator and building principal will review a list of students receiving special education services and needs of students for the upcoming school year.

Factors that may be part of the determination include:

- Number of students
- Needs of students
- Level of student independence
- Self-help skills
- Severity of disability
- Amount of replaced curriculum needed
- Location of services (Are all students in the same room or are some in other locations?)
- Behavioral needs
- Academic needs
- Need for support in the general education setting for those integrated into classrooms

A critical question that case-managers and administrators need to ask consistently is.....

Has there been any evidence that student independence is being fostered and para time is faded?

By April 1<sup>st</sup>, a report will be made to the local superintendent and special education director regarding the recommendation of certified special education teacher and para time and any significant specialized materials/equipment needs.

**Process for Providing Input on Special Education Staff Evaluations**  
**James River Special Education Unit Schools**

Staff with three years or less experience:

Evaluation input due by December 1st and April 1st

Staff with four years or more experience:

Evaluation input due by April 1st

Before October 1<sup>st</sup> of each school year:

Coordinator will make contact with principal

1. to confirm teacher(s) for which input is needed
2. to determine due dates for written input
3. to determine specifics of input (ex: paperwork, meeting preparation, meeting facilitation; classroom management)

Follow-up:

Once coordinator input is received, principal will acknowledge

## **DISCRIMINATION & HARASSMENT GRIEVANCE PROCEDURE**

### **James River Special Education Unit**

The following procedure is designed to resolve harassment, discrimination and retaliation complaints by and against students, parents, and third parties as described in board policy in a prompt and equitable manner. Board policy requires all students and staff to fully cooperate when asked to participate in a harassment, discrimination or retaliation investigation.

#### **Retaliation Prohibited**

The Unit prohibits retaliation for an individual's participation in and/or initiation of a harassment/discrimination complaint investigation, including instances when a complaint is not substantiated. The consequences for violating this prohibition are delineated in the Nondiscrimination & Anti-Harassment Board Policy.

#### **Complaint Filing Format and Deadlines**

Complaints can be filed verbally or in writing and should be filed as soon as a victim or witness of alleged harassment and/or discrimination becomes aware that alleged harassment or discrimination occurred. Complaints should be filed as soon as possible after the alleged discrimination, harassment or retaliation occurred. Delays in filing complaints may cause difficulties in investigating.

#### **To Whom Complaints May be Filed**

Complaints may be filed with any Unit employee. Unit employees are required to report any discrimination/harassment to the grievance coordinator (Title IX, 504 or Nondiscrimination) when they knew (e.g., received a complaint, directly observed it) or should have known it was occurring (e.g., overheard people talking about an incident). Failure by a Unit employee to report under this regulation may result in disciplinary action.

#### **Initiating Complaint Resolution Procedure**

After receiving a discrimination/harassment complaint or gaining knowledge of potentially discriminatory/harassing conduct, the grievance coordinator shall contact the complainant/victim, determine if an informal or formal investigation is appropriate, and determine if the complainant/victim requests confidentiality. Requests for confidentiality shall be handled in accordance with policy.

#### **Prohibition on Meeting with the Accused**

At no time during the informal or formal resolution process shall the complainant be required to meet with the accused. If any official listed in this regulation as responsible for conducting or overseeing the investigation is the accused, the Director or Board President (if the Director is the accused) shall designate a different individual (which may be a third party) to carry out the accused's responsibilities associated with the investigation.

### **Third-Party Assistance**

Officials who are responsible for conducting/overseeing discrimination/harassment investigations are authorized to receive assistance from the Unit's legal counsel throughout the process.

### **Investigation Timeframes**

The informal resolution procedure shall be completed within 30 days of a Unit employee reporting the complaint or incident to the appropriate grievance coordinator unless the investigator documents reasons for delays and communicates these reasons with the complainant and accused. The formal resolution procedure shall be completed within 60 days of a Unit employee reporting the complaint or incident to the grievance coordinator or a complainant or accused terminating the informal complaint procedure unless the investigator documents reasons for delays and communicates these reasons with the complainant and accused. Acceptable reasons for delays may include, but are not limited to, extended school breaks when witnesses are not available, and complex cases involving multiple witnesses.

### **Interim Measures**

Pending the final outcome of an informal or formal resolution, the Unit shall institute interim measures to protect the alleged victim and inform him/her of support services available. Interim measure examples may include, but are not limited to, a Unit-enforced no contact order, schedule changes, coordinating any applicable academic modifications for an alleged student victim with the alleged victim's school district, and/or providing information regarding school counseling through the applicable school district for an alleged student victim. These interim measures should have minimum impact on the alleged victim. If the accused is a student, interim measures should also take into consideration the accused student's needs and educational rights.

### **Informal Resolution Procedure**

This procedure shall not be used when the alleged discrimination or harassment may have constituted sexual violence or any other crime. This procedure shall only be used when mutually agreed to by complainant and/or alleged victim, the accused, and the appropriate grievance coordinator.

During this process, the investigator shall only gather enough information to understand and resolve the complaint. Based on this fact-gathering process, the investigator shall propose an informal resolution, which may include, but not be limited to, requiring an accused employee to undergo training on harassment/discrimination, reporting an accused student to the applicable school district and coordinating training efforts for the student with that district, requiring all staff to undergo such training, instituting protection mechanisms for the alleged victim, and/or holding a formal meeting with the accused to review the harassment/discrimination policy and discuss the implications of violating it. Both the complainant and the accused must agree to the informal resolution before it can be instituted.

The grievance coordinator shall monitor the implementation and effectiveness of the informal solutions and initiate the formal resolution procedure below if harassment/discrimination persists.

Both the complainant and the accused have the right to terminate the informal procedure at any time to pursue a remedy under the formal resolution procedure.

### **Formal Resolution Procedure**

This procedure shall be used whenever the informal procedure is not used.

Whenever alleged discrimination or harassment may have constituted a crime, the Director should contact law enforcement and enter into a memorandum of understanding concerning sharing of evidence and coordination of the investigation. However, the Unit shall proceed with its investigation and this resolution procedure regardless of the criminal investigation or outcome.

The fact-gathering portion of the investigation shall be carried out or overseen by the appropriate grievance coordinator and shall consist of interviews with the complainant, the accused, and any others who may have witnessed or otherwise have knowledge of the circumstances giving rise to the alleged complaint and may involve gathering and review of information relevant to the complaint. Both the complainant and accused will have equal opportunity to present evidence and name witnesses. Witnesses shall be instructed not to discuss this matter with others.

The fact-gathering portion of the investigation shall be completed within 15-20 calendar days or as soon as practical.

### **Investigation Report**

After the fact-gathering process is complete under the formal resolution procedure, the appropriate grievance coordinator shall complete a written report containing a determination of whether allegations were substantiated, whether the discrimination/harassment policy was violated, and recommendations for corrective action, if any. These determinations shall be made on a case-by-case basis. The grievance coordinator shall assess if discrimination/harassment more than likely occurred based on, but not limited to, the following criteria:

- Whether evidence suggests a pattern of conduct supporting or disproving the allegations or harassment or discrimination
- Whether behavior meets the definition of harassment, sexual harassment, and/or discrimination as defined in board policy
- Ages of the parties involved
- Relationship between the parties involved
- Severity of the conduct
- How often the conduct occurred, if applicable

- How the Unit resolved similar complaints, if any, in the past.

The investigation report shall indicate if any measures shall be instituted to protect the complainant and/or alleged victim. Such measures may include, but not be limited to, extending any interim protection measures taken during the investigation. The report shall also inform the complainant and/or alleged victim of support services available, which at a minimum shall include providing information on school counseling services at the applicable school district if the complainant and/or alleged victim is a student.

The investigation report shall contain a monitoring plan to evaluate the effectiveness of the resolution and help prevent recurrence.

Any employee disciplinary action shall be carried out in accordance with board policy, law, and, when applicable, the negotiated agreement. The appropriate grievance coordinator, along with the Director (if different), shall determine if a recommendation for discharge for an accused employee should be made. If this recommendation is made and a hearing is required, the hearing shall be held in accordance with Unit policy and law. For accused students, the appropriate grievance coordinator and/or Director (if different), shall report to the applicable school district the results of the investigation for potential discipline by the school district, which may include expulsion, in accordance with school district policy and law. Both the alleged victim and accused shall have an equal right to attend any hearing, have a representative and parent (if student) present, present evidence, and question witnesses. The alleged victim may choose to appoint a representative to participate in the hearing in his/her stead.

### **Notice of Outcome**

Both the complainant (and/or alleged victim) and the accused shall be provided written notice of the outcome of the complaint. The outcome shall be final and binding; however, nothing shall prevent the parties from seeking judicial redress through a court of competent jurisdiction or through any applicable state or federal complaint procedures. Investigation materials will be maintained by the grievance coordinator (Title IX, 504, or Nondiscrimination) and retained for at least six years.

# **NONDISCRIMINATION & ANTI-HARASSMENT POLICY**

## **James River Special Education Unit**

### **General Prohibitions**

The James River Special Education Unit is committed to maintaining a learning and working environment free from discrimination and harassment in all employment and educational programs, activities, and facilities. The Unit prohibits discrimination and harassment based on a student, parent/guardian, and/or employee's race, color, religion, sex, gender identity, national origin, ancestry, disability, age, or other status protected by law.

It shall be a violation of this policy for any Unit student, parent/guardian, or employee or third party to harass or discriminate against another Unit student or employee based on any status protected by law if the conduct occurred within the context of an education program or activity, or had a continuing effect in the educational setting on campus or in an off-campus program or activity. The Unit will not tolerate harassment or discrimination of a Unit student or employee by a third party. The Unit also prohibits aiding, abetting, inciting, compelling, or coercing discrimination or harassment; discriminating against or harassing any person affiliated with a person protected by this policy and/or law; knowingly making a false discrimination and/or harassment report; and retaliation against individuals who report and/or participate in a discrimination and/or harassment investigation, including instances when a complaint is not substantiated.

The Unit shall promptly investigate any harassment, discrimination or retaliation complaint and act on findings as appropriate, which may include disciplinary measures such as, but not limited to, termination of employment or reporting to the applicable school district for potential expulsion in accordance with board policy, law, and, when applicable, the negotiated agreement. Students and employees are expected to fully cooperate in the investigation process. The Unit will take steps to try and prevent recurrence of harassment, discrimination or retaliation and remedy discriminatory effects on the complainant and others, if appropriate.

### **Definitions**

- *Complainant* is the individual filing the complaint. When the complainant is not the victim of the alleged harassment/discrimination, the victim will be afforded the same rights as the complainant under this policy and regulation.
- *Disability* is defined in accordance with NDCC 14-02.4-02 (5).
- *Discrimination* means failure to treat a person equally due to a protected status. Protected status is defined in applicable state (NDCC 14-02.4-02 (6)) and federal laws.
- *Employee* is defined in accordance with NDCC 14-02.4-02 (7).



- *Harassment* is a specific type of discrimination based on a protected status. It occurs under the following conditions:
  - a. For employees when enduring the offensive conduct becomes a condition of continued employment, or the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.
  - b. For students when the conduct is sufficiently severe, persistent, or pervasive to limit a student's ability to participate in or benefit from the education program or to create a hostile or abusive education environment.
  
- *Section 504* (Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794) is a federal law designed to protect the rights of individuals with disabilities in programs and activities that receive federal financial assistance from the U.S. Department of Education.
  
- *Sexual harassment* is a form of harassment based on sex or gender identity. It is defined as unwelcome sexual advances, requests for sexual favors, and/or other verbal, written, or physical conduct or communication of a sexual nature when:
  - a. It is quid pro quo, meaning submission to such conduct or communication is made a term or condition, either explicitly or implicitly, of the basis for employment decisions or educational decisions or benefits for students (e.g., receiving a grade); or
  - b. It creates a hostile environment meaning unwelcome sexual conduct or communication that is sufficiently serious to deny or limit a student's ability to participate in or benefit from the school's program(s). For employees a hostile environment is created when submission to unwelcome sexual conduct is made either explicitly or implicitly a term or condition of an individual's employment.
  
- *Sexual harassment examples* may include, but are not limited to:
  - a. Sexual or "dirty" jokes
  - b. Sexual advances
  - c. Pressure for sexual favors
  - d. Unwelcome touching, such as patting, pinching, or constant brushing against another's body
  - e. Displaying or distributing of sexually explicit drawings, pictures, and written materials
  - f. Graffiti of a sexual nature
  - g. Sexual gestures
  - h. Touching oneself sexually or talking about one's sexual activity in front of others
  - i. Spreading rumors about or rating other's sexual activity or performance
  - j. Remarks about a person's sexual orientation

- k. Sexual violence including, but not limited to, rape, sexual battery, sexual abuse, and sexual coercion
- *Title IX* (Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 *et seq.*) is a federal law that protects people from discrimination based on sex in education programs or activities that receive federal financial assistance.

### **Complaint Filing Procedure**

The Board has created an informal and formal harassment and discrimination complaint resolution procedure in board regulations. The procedure provides for an impartial investigation free of conflicts of interest. Nothing in this policy or in the discrimination & harassment grievance procedure shall prevent an individual from pursuing redress through state and/or federal law.

### **Confidentiality**

An individual wishing to file an anonymous harassment and/or discrimination complaint shall be advised that confidentiality may limit the Unit's ability to fully respond to the complaint and that retaliation is prohibited. The appropriate grievance coordinator (nondiscrimination, Title IX, or 504) shall perform a confidentiality analysis to determine when a request for confidentiality cannot be honored due to safety reasons or the Unit's obligation to maintain a nondiscriminatory educational environment, and the complainant shall be notified in writing of the confidentiality analysis outcome. A harassment or discrimination investigation report is subject to the open records law after 60 days or when the investigation is complete (whichever comes first), with limited exceptions such as when the record is protected by FERPA.

### **Complaint Recipients**

All Unit employees are responsible for receiving complaints of discrimination or harassment and shall forward complaints to the grievance coordinator. All Unit employees shall receive appropriate training on their reporting duties.

### **Policy Training and Dissemination**

The Board authorizes the Director to develop harassment and discrimination awareness training for employees. In addition, the Director shall display this policy and complementary grievance procedure in a prominent place in each Unit building and publish it in employee handbooks, in materials provided by the Unit to parents/guardians where appropriate, and on the Unit's website.

### **Grievance Coordinator**

The Title IX Coordinator's core responsibilities include overseeing the Unit's response to Title IX reports and complaints and identifying and addressing any patterns or systemic problems revealed by such reports and complaints. The Title IX Coordinator must have

knowledge of the requirements of Title IX, of the Unit's policies and procedures on sex discrimination, and of all complaints raising Title IX issues throughout the Unit. To accomplish this, the Title IX Coordinator must be informed of all reports and complaints raising Title IX issues, even if the report or complaint was initially filed with another individual or office or if the investigation will be conducted by another individual or office. The Board designates the Director as the Title IX Coordinator. She can be contacted at: 207 2<sup>nd</sup> Ave SE, PO Box 1896, Jamestown, ND, 701-252-3376, [Heidi.Budeau@k12.nd.us](mailto:Heidi.Budeau@k12.nd.us)

The 504 Coordinator's core responsibilities include overseeing the Unit's response to disability discrimination reports and complaints. The 504 Coordinator must have knowledge of the requirements of Section 504, of the Unit's policies and procedures on disability discrimination, and of all complaints raising Section 504 issues throughout the Unit. To accomplish this, the 504 Coordinator must be informed of all reports and complaints raising Section 504 issues, even if the report or complaint was initially filed with another individual or office or if the investigation will be conducted by another individual or office. The Board designates the Director as the 504 Coordinator. She can be contacted at: 207 2<sup>nd</sup> Ave SE, PO Box 1896, Jamestown, ND, 701-252-3376, [Heidi.Budeau@k12.nd.us](mailto:Heidi.Budeau@k12.nd.us)

The Nondiscrimination Coordinator's core responsibilities include overseeing the Unit's response to discrimination and harassment reports and complaints that do not include sex or disability, but instead the other protected statuses. The Board designates Director as the Nondiscrimination Coordinator. She can be contacted at: 207 2<sup>nd</sup> Ave SE, PO Box 1896, Jamestown, ND, 701-252-3376, [Heidi.Budeau@k12.nd.us](mailto:Heidi.Budeau@k12.nd.us)

The Title IX, 504 and Nondiscrimination Coordinators, and any other school official responsible for investigation of discrimination complaints, shall receive appropriate training. This training shall include (1) what constitutes discrimination, harassment, and retaliation; (2) the handling of complaints under the Discrimination & Harassment Grievance Procedure; and (3) applicability of confidentiality requirements.