

PART C

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PART C - POLICIES RELATING TO CERTIFIED INSTRUCTIONAL STAFF

SECTION C - 100 QUALIFICATIONS

All instructional personnel shall have a valid North Dakota Certificate as determined by the Department of Public Instruction duly recorded with the Director of the Unit and Eddy County Superintendent, that legally qualifies them for the work to which they are assigned.

Every teacher must also file an up-to-date transcript of continuing education in the office of the director.

C-110 ACCREDITATION REQUIREMENTS

All instructional personnel shall hold a valid teaching certificate meeting credential requirements for their specific teaching assignment. All instructional personnel shall also comply with the professional growth requirements as put forth by the North Dakota Department of Public Instruction.

CONTINUING EDUCATIONAL GROWTH

The certified staff of ECCEC shall meet all requirements by the Department of Public Instruction. Responsibilities relating to the teaching profession shall be as follows:

1. Special Education teachers shall subscribe, but not be limited to, the profession ethics and standards as developed by the Professional Practice Commission.
2. Special Education teachers shall be responsible for their professional growth. All Special Education teachers shall earn a minimum of 4 semester/6 quarter hours of college credit each five years. Courses are subject to Director's approval.
3. Special Education teachers shall participate in the in-service training program of the school and the special education unit, earning 64 clock hours of inservice. If the teacher has earned additional college credit above the 4 semester/6 quarter hours, that college credit may be substituted for inservice. One semester hour of college credit shall equal 16 clock hours of inservice.
4. Teachers who do not earn the 4 semester/6 quarter hours by August 20 of the fifth year anniversary will not be eligible for advancement on the salary schedule for that contract year and may be subject to non-renewal.
5. ECCEC will reimburse each teacher up to \$120.00 per year. Reimbursement will not exceed the actual amount of the credit. All classes must be approved by the Director.

Due to the detrimental affect that a lack of accreditation would have upon the students of the district, teachers not in compliance with these requirements shall be considered for nonrenewal as provided by appropriate North Dakota Century School Code Statues.

C-200 STAFF HIRING

Professional staff of the unit shall be considered for employment by the Board upon the recommendation of the director. Applications shall be processed according to the procedures recommended by the director and adopted by the Board.

The school district administrator directly responsible for the work of the staff member shall have the opportunity to aid in the selection. No candidate shall be hired without a personal interview, unless waived by the Board.

The member schools shall not have the authority to hire individuals to provide special education services in their local school districts unless requested by the district school superintendent to hold the special education teacher's (i.e., SLD, ED, ID, SLP) contract. The superintendent will make the request and consult with the ECSE Director to discuss this option and mutually agree if this option is beneficial for the ECSE Unit and the school district. If no agreement is reached the final decision will be determined by the ECSE Board members. Administration involved in this decision will recuse themselves from voting. Member schools shall accept the professionals assigned by the East Central Board and/or the East Central Director and be billed accordingly for those services.

All candidates shall be considered on the basis of the needs of the unit and their merits and qualifications. There shall be no discrimination or preferential treatment with regard to age, race, national origin, marital status, sex, religion, or disability.

LEGAL REF: NDCSC 15-29-08(10)

C-200.1 NON-CREDENTIALLED TUTION STIPEND POLICY

When a credentialed teacher is not available or recommended to fill a special education teaching position, the director shall seek a non-credentialed teacher/candidate. Candidates must be willing to pursue a credential in the area in which they are serving children. East Central Special Education will assist the non-credentialed teacher/candidate in reimbursement for graduate credits specific to that area of special education.

1. An approved course of study (plan on file with a University) must be presented to the East Central Special Education Unit Director prior to reimbursement. The Education Standards and Practice Board will review transcripts and determine the required coursework the teacher must complete. This document will be provided to the special education Director prior to employment.

2. Tuition reimbursement for non-credentialed teachers will be paid by East Central Special Education Unit. Current staff will also be considered for tuition reimbursement in an area of special education which they are not currently credentialed if the unit reassigns the employee's teaching duties.
3. Each semester reimbursement for graduate credits will be half the actual tuition cost the teacher incurs with the other half of the tuition costs set aside for future reimbursements. Upon obtaining the special education credential and completing one successful year of teaching, the teacher will be reimbursed one fourth of the tuition amount. Upon the second successful year of teaching, the teacher will be reimbursed the remaining one fourth amount of the initial tuition. (Example: Tuition \$1,000.00 Teacher will be reimbursed \$500.00. After certification/credentialing is obtained and one year of teaching is completed, the teacher will receive \$250.00; after the second year of teaching is completed, the teacher will receive the remaining \$250.00. This will equal the total cost of the tuition).
4. Evidence must include satisfactory passing grade(s) provided on university transcripts and university tuition statements each semester.
5. If the teacher opts to take the Praxis Test to obtain the credential in lieu of a plan on file, fees for the test will be reimbursed upon passing the test(s) and receiving the credential.
6. The teacher contract is contingent upon the teacher obtaining a North Dakota Teaching license and an Endorsement or Plan on File for the specific area of special education they are hired for. The contract would be null and void if the ND teaching License and Endorsement or Plan on File to teach the specific area of special education is not obtained within the required timelines.
7. East Central Special Education Unit is under no obligation to continue to sponsor the non-credentialed teacher after one year of training if performance is not satisfactory.

C-200.2 HIRING POLICY

Special Education teaching areas are considered areas of critical need. East Central Special Education Unit may allow all contract years of special education teaching experience or regular education teaching experience to be brought in when a teacher is hired.

If the new hire does not have any special education teaching contract years, general education experience may be allowed. The teacher would be required to have a plan on file to acquire the necessary credential/endorsement to teach in the special education area.

The teacher will complete the courses listed on the plan on file within the three-year allowed timeline.

The East Central Special Education Board will give the Director the authority/discretion with their final approval to determine whether an exception to the policy is needed in order to hire a teacher in an area of critical need in special education. The negotiated salary scale with the salary steps and credit/education lanes will be followed to determine the contract amount.

C-250 STAFF RELEASE - RIF

The ECCEC Board shall have the sole right to determine the necessity for and scope 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 professional teaching staff, any teacher affected thereby shall be given such notice as may be required by law.

The selection of the teacher(s) 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 and there is the necessity for reduction-in-force, then the policy of the East Central Board shall be to retain those teachers with the greatest adaptability to meet the present and future staffing and educational needs of the Special Education Unit.
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 Special Education Unit, 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 adaptability and have equal academic and professional preparation within their teaching fields, then the teacher who has taught in this Special Education Unit for the greater period of time (based on full time equivalency) 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 Special Education Unit 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.

LEGAL REF: NDCSC 15-47-38

C – 260 REQUEST FOR RELEASE FROM CONTRACT/RESIGNATIONS

All professional staff under contract with the Unit are expected to fulfill the entire term of the contract.

Request for Release from Contract

When a member of the professional staff requests a release from contract, the Board may exercise one of three options:

1. Grant an unconditional release from contract.
2. Deny temporarily or table the request with the understanding that the administration will be directed to facilitate the granting of the request by seeking an adequately qualified replacement.
3. Deny the request.

No release from contract shall be deemed granted until the Board has unconditionally approved it.

Liquidated Damages and Breaches

Any release from contract or breach of contract is subject to a payment of liquidated damages to the Unit. The following sum shall be paid by a teacher requesting a release from contract that is approved by the East Central Board.

May 15 th – June 30 th	\$ 500.00
July 1 st – July 15 th	1,000.00
July 16 th – July 31 st	1,500.00
August 1 st – August 15 th	2,000.00
August 16 th – end of term	2,500.00

The fee (pro-rated for part-time contracts) must accompany the request in order for the release to be considered.

Any teacher who has not been granted a release by the Board and who fails to fulfill a teaching contract with the Unit will be reported to the Education Standards and Practices Board.

Nothing contained herein shall be construed to obligate the Board to release the teacher upon payment of the above amount. The Board may, in its sole discretion, waive part or all of such liquidated damages.

Granting Release from Contract

The Board may grant a release from contract for the following reasons:

1. Reasons of personal health whereby a physician's statement supports the request.
2. Serious illness or death in the immediate family that requires the teacher's absence for an extended period of time.
3. The Board may, in its sole discretion, grant release from contract for other reasons.

Resignation

Professional staff members who decide to leave the employment of the Unit at the end of their current contract are requested to submit a written resignation to the Director. The resignation shall indicate clearly the date upon which it is intended to be effective. No resignation shall be deemed effective until the Board has approved it.

C - 300 DUTIES AND RESPONSIBILITIES

C-300 OUTLINES OF A LIMITED NUMBER OF THE MORE READILY CLASSIFIED SETS OF RESPONSIBILITIES AND DUTIES.

C-300.1 KNOWLEDGE OF RESPONSIBILITIES AND AUTHORITY

1. It shall be the duty of the Special Education teachers to keep informed concerning the rules, regulations, and policies of the Board of Education in the service district and the multidistrict.
2. Special Education teachers shall be directly responsible to the Special Education Director and to the ECCEC Board of Education; in that order.
3. Special Education teachers shall be responsible for the care, discipline, and instruction of pupils in their classes or under their supervision.

C-300.2 ADMINISTERING MEDICATION TO STUDENTS

East Central Staff will adhere to the North Dakota Department of Public Instruction's policy for administration of medication as outlined in "Guidelines for Servicing Students with Healthcare Needs" (November 1996). The medication program in the NDCC 15.1- 19-23 for Students and Safety chapter will be followed regarding the immunity from liability.

Legal Ref:

NDCC 15.1-19-23 Medication program – Establishment – Opt-out – Liability – Immunity from liability

Personnel Responsible for Administering Medication

1. All personnel should be familiar with the policy and procedures as developed by each individual school district that administer medication in the school.
2. All personnel having responsibility for supervising students shall be given adequate information about the student, including related medical problems, if any; suspected allergies, emergency contact persons etc., and shall be informed of anticipated circumstances for which school personnel may need to be in touch with out-of-school personnel (e.g., medical personnel, other agencies, etc.).
3. A list of personnel within each school building who are responsible for administering the medication should be kept on file and available to all staff.

Other Safeguards or Circumstances

1. All Personnel must be informed of proper procedures in emergencies and of circumstances in which they are expected to directly call the emergency medical assistance number.
2. When students require extensive medical and health related observations while in school or if medical/health related equipment or appliance must be monitored while the student is in school, additional procedures will need to be established.

C-300.3 RESPONSIBILITIES RELATING TO SUPERVISION OF

STUDENTS

1. Special Education teachers shall supervise their classes and activities at all times.
 - a. Special Education teachers shall be at their teaching stations prior to the start of the period.
 - b. Special Education teachers shall not leave their classes unattended.
 - c. Special Education teachers shall not dismiss classes prior to the end of the scheduled period without permission of the school principal
 - d. Special Education students shall not be allowed to work in the school without direct supervision.

2. Special Education teachers shall be directly responsible for the supervision of all students in and out of the classroom in accordance with school regulations. Special Education teachers shall:
 - a. establishes clear classroom behavioral guidelines consistent with established policies and regulations.

 - b. be consistent in the treatment of students.

 - c. provided a classroom atmosphere which encourages the development of self discipline and mutual respect.

3. Special Education teachers shall report promptly, to the principal, any serious accident, illness, or unusual disorder affecting students, or serious incidents affecting students under their supervision. Form EC 27, Special Incident Report, shall be used.

C-300.4 RESPONSIBILITIES RELATING TO CURRICULUM PLANNING AND ORGANIZATION

1. Special Education teachers shall participate in evaluation and development of the school curriculum.

2. Special Education teachers shall endeavor to correlate their particular instructional areas.

C-300.5 RESPONSIBILITIES RELATING TO THE INSTRUCTIONAL PROCESS

1. Special Education teachers shall be responsible for taking attendance, classification, evaluation, and promotion of their students in accordance with school policies and regulations.

2. Special Education teachers shall actively seek to develop a variety of teaching activities appropriate to their assigned curricular area and individual needs of the students.
3. Special Education teachers shall endeavor to conduct the instructional process in a manner that provides for student motivation, enthusiasm, initiative and promotes a positive self image.
4. Special Education teachers shall have a thorough command of their subject matter and its application.
5. Special Education teachers shall be responsible for the requesting and proper care of all educational materials relating to their instructional assignment.
6. Special Education teachers should be able to relate the instructional process to relate the instructional process to parents in a functional and positive manner.
7. Special Education teachers will understand and implement all mandated areas of the Individuals with Disabilities Education Act (IDEA)

C-300.6 RESPONSIBILITIES RELATING TO REPORTING CHILD ABUSE AND NEGLECT

Any school teacher, administrator, or school counselor having knowledge of or reasonable cause to suspect that a child coming before him in his official or professional capacity is abused or neglected shall report the Circumstances to the children and family services division of the Department of Human Services Board of North Dakota.

POLICY FOR REPORTING

1. Any teacher, principal, school counselor, or social worker who has knowledge or reasonable cause to suspect child abuse or neglect will report this to the County Social Services Child Protection Team. In addition, any staff member having reasonable cause to suspect that a child is abused may report such fact to the County Social Services Child Protection Team. Teachers and counselors are requested to advise the building principal and the Special Education unit social worker of their action.
2. The report of child abuse or neglect can be made orally; however, a written report must follow within 48 hours.

3. Written reports should be made on the appropriate form that is available from the building principal or the East Central social worker.
4. Written reports should be made in duplicate. The original will be sent to the Area Social Service Center, and the copy will be sent to East Central.
5. The school counselor's or East Central social worker's "privileged communication" with a counselee shall not prevent that counselor from reporting child abuse or neglect.
6. Any person who willfully fails to report a case of known or suspected child abuse, or permits or encourages the unauthorized disclosure of reports made or confidential information obtained under the provisions of the law, is guilty of a class B misdemeanor.

Legal Ref:

NDCC 31-01-06.1 Counselors shall be immune from disclosing information given by pupils

NDCC 50-25.1-03 Persons required and permitted to report - To whom reported

NDCC 50-25.1-04 Child Abuse - Method of reporting

NDCC 50-25.1-10 Child Abuse - Abrogation of privileged communication

NDCC 50-25.1-13 Child Abuse - Penalty for failure to report

NDCC 50-25.1-14 Child Abuse - Unauthorized disclosure of reports - Penalty

CHILD ABUSE AND NEGLECT

"Abused child" means an individual under the age of eighteen years who is suffering from serious physical harm or traumatic abuse caused by other than accidental means by a person responsible for the child's health or welfare, or who is suffering from or was subjected to any act involving that individual in violation of section 12.1-20-01 through 12.1-20-08 of the criminal provisions of the North Dakota Century Code.

"Harm" means negative changes in a child's health which occur when the parent or other person responsible for his health:

- a. Inflicts or allows to be inflicted, upon the child, physical or mental injury, including injuries sustained as a result of excessive corporal punishment; or

- b. Commits, allows to be committed or conspires to commit, against the child, a sex offense as defined in chapter 12.1-20 of the North Dakota Century Code.

"Neglected child" means a deprived child. "Deprived child" means a child who is without proper parental care or control, subsistence, education as required by law, or other care or control necessary for the child's physical, mental, or emotional health, or morals, and the deprivation is not due primarily to the lack of financial means of the child's parents or guardian.

Legal Ref:

NDCC 27-20-02 Uniform Juvenile Court Act Definitions

NDCC 50-25.1-02 Child Abuse and Neglect Act Definitions

SECTION C - 400 INSTRUCTIONAL ASSIGNMENTS

The director shall be responsible to the Board of Education for the equitable distribution of work among the members of the staff.

Special Education staff will follow the rules and guidelines of the school district they have been assigned unless otherwise informed by the Director of Special Education.

Unit personnel shall observe those workdays, holidays, and vacation days as specified by their individual school calendars. In the case of shared personnel, the assigned base school calendar shall be followed.

When unit personnel work in excess of their contract due to extra days dedicated to In-Service at their assigned school or attending meetings outside the school day or school year at the request of the Director, they shall be paid an hourly rate of \$20.00 per hour. The Director must approve all extra days and/or meetings.

C-401 ASSIGNMENT AND TRANSFER

The assignment or transfer of staff members to positions in other schools of the district or within schools of the district shall be recommended by the director on the basis of any or all of the following criteria:

1. The net contribution made to all the students involved in both the vacated and new assignment.
2. Qualifications of the Special Education teacher as compared to those of outside candidates for the position to be vacated and for the position to be filled.
3. The opportunity for professional growth.

4. Longevity of service to the district.

Any staff member who desires to transfer in assignment should make his or her request in writing to the director.

C-402 EXTRA DUTY ASSIGNMENT

A Special Education staff member desiring to be released from an extra duty assignment should initiate the request with the building principal with follow-up to the director. The administration will then make an effort to find a suitable replacement among existing Special Education staff members or among those applicants who will be joining the Special Education staff the following year.

When a suitable replacement is found, the request will be granted. If a replacement is not found by the deadline for contracts to be received, then the teacher must either accept the extra duty assignment and teaching position or resign both extra duty and duty and regular teaching assignment.

C-403 STAFF-STUDENT RELATIONS

Staff members shall regard students as individuals with knowledge and capabilities. The staff shall aid each student in his/her learning, consistent with unit goals. Students shall be treated with courtesy and consideration. In any school sponsored event, the use of profanity and degrading remarks is strictly prohibited.

Special Education teachers and all other employees of the school systems are expected to convey by their actions, deeds, and teachings that they do not in any way encourage or condone drug abuse by students. Accordingly, all employees shall not use tobacco or drink alcoholic beverages while with students and acting in an official capacity for the school.

Each student is urged to regard staff members as people with specific knowledge and capabilities. No student shall have the right to interfere with the efforts of the instructional staff to implement a learning program. Nor shall a student have the right to interfere with the learning of other students.

C-403.1 SEXUAL HARASSMENT

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 (EEOC) guidelines which the school district follows, an employer is 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 the 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 ECCEC Unit. It will be a violation of policy for any member or student, or for students to harass other students, 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 in-service sessions 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 to 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 by 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 ECCEC Unit or any third person with knowledge or belief of conduct which may constitute sexual harassment, should report the alleged acts immediately to the appropriate school district official as designated by Policy

AAC. If the official designated is the person alleged to have sexually harassed another, the complaint may be made to any other administrator or directly to the 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.

For all parties concerned, the right to confidentiality, will be respected consistent with the school district's legal obligations and with the necessity to investigate allegations of harassment and to take disciplinary action when this conduct has A substantiated charge against a ECCEC staff member will subject such member to disciplinary action, which may include discharge.

C-404 CONFLICT OF INTEREST

No employees of the Board shall engage in or have a financial interest, directly or indirectly, in any activity that conflicts or raises a reasonable question of conflict with his/her duties and responsibilities in the unit system. Nor shall any staff member engage in any type of private business during school time or on school property. NDCSC 14-29-08(10); 15-38-18

Special Education teachers will not sell, solicit for sale, advertise for sale merchandise or services or organize students for such purposes without the approval of the building principal and director.

LEGAL REF: NDCSC 15-49-10.1

C-405 INSERVICE/MEETINGS

The Board recognizes the need to conduct periodic and regular staff meetings on varying levels involving all and special members of the staff.

Special Education teachers shall attend all In-services, faculty meetings and other administrative meetings (including both pre-school and post-school) as requested by the principal or director.

If there are additional costs to the local school districts due to the inclusion of special education staff members in a local In-service, the local school district may choose to bill East Central for those costs. The costs will be prorated based on the number of special education teachers attending versus general education attendees.

The Director of Special Education will reserve the right to determine if Special Education staff members participate in the In-services at the local level dependent upon topic appropriateness to Special Education state and federal guidelines.

C-406 PROFESSIONAL LEAVE POLICY

1. Professional leave may be granted to district personnel with all or a portion of the expenses covered by the district.

2. Applications shall be made in writing to the director.
3. Activities must be directly related to contractual assignments. Exceptions will be considered by the director.
4. The employee must be representing the unit, not an independent organization regardless of its merit.
5. The availability of substitutes, budget limitations, and length of time requested will be factors in the approval process.

C-407 PROFESSIONAL EXPENSES

Professional employees who are authorized to travel in performance of some special duty shall be reimbursed at the state rate and other expenses when appropriate as approved by the director. Authorization for such travel reimbursement must be obtained in writing from the director prior to incurring such expenses.

Mileage expenses for professional leave must be approved in writing prior to incurring the expense and must be requested on form EC 32, Personal and Professional Leave. (See Section C-406)

LEGAL REF: NDCSC 15-29-08(10); 44-08-04.

East Central staff who are assigned two or more school districts or homebound instructional locations, will be reimbursed at the state rate for mileage costs incurred between their assigned worksite and other assignments. No payments will be made for mileage from staff member's home to workplace. The following guidelines are to be utilized:

1. Mileage logs are to be submitted to the business manager by the 13th of each month.
2. East Central will reimburse the mileage costs for only one vehicle between assigned sites. The professional person will be designated as the driver receiving reimbursement, however the professional has the option of delegating that driving assignment and reimbursement to another staff member when the need arises. Double-vouchered mileage expense is not allowable, with one exception--when one staff member must arrive earlier or depart later because of a scheduled meeting or staffing with parents or school administration, each staff member will receive mileage. If two members are submitting mileage for the same day, one of the above specified reasons must be noted on their mileage log for that day.

C-408 NON-UNIT EMPLOYMENT

The Board considers teaching and administrative duties in the unit full-time employment.

Employees shall not engage at any time in any employment that would interfere with effectiveness in performing regular assigned duties; would adversely affect their employment status or professional standing; or would in any way conflict with assigned duties. Employees shall not be employed or involved in any private business during the hours necessary to fulfill appropriate assigned duties.

C-409 STAFF PARTICIPATION IN COMMUNITY ACTIVITIES

The staff shall be encouraged to take an active part in the affairs of the community and unit. The teacher in his/her role as a citizen of the unit has a direct relationship with the degree of understanding and goodwill flowing from the unit to the schools.

All Special Education faculty members should make a practice of attending school functions and activities, for the interest of the students, and the good of the student body and community. This serves as a good means of public relations in the community.

C-415 TEACHER EVALUATION

PURPOSE

Supervision is a continuing process in which the teacher and supervisor cooperatively identify major strengths and weaknesses in the teacher's effectiveness as a professional educator.

The objectives of supervision are to evaluate teaching performance, improve teaching performance, encourage professional growth, promote positive behavior, and to facilitate attainment of district goals and objectives in order to benefit the students of the School District.

EVALUATION

The professional staff shall be evaluated by their Special Ed Director and the administrator, so designated by each school district, by use of instruments adopted by the Unit and/or School Board. These evaluations shall be conducted in conformance with North Dakota law, including the dates specified in the law. The evaluation shall become a part of the employee's personnel file. The employee shall have the right to review the evaluation and may attach a statement of disagreement if he/she so wishes.

EVALUATION PROCEDURE

Observations of teaching performance are of various sorts in a regular school atmosphere. For the purpose of good procedures and as defined in these regulations, periodic classroom observations are to be made by the Special Ed Director and the designated administrator of the teachers in each school. Following every formal classroom observation, there shall be a personal discussion between the evaluator and the teacher. In instances where additional follow-up observations are indicated, these shall be noted so that every teacher has opportunities to develop a strong professional standard of teaching competence.

Compliance reviews and case management activities of teachers, which benefit the school in addition to classroom work, may be included in the evaluation report. Evaluation shall be analytic and it shall seek to establish the degree to which a teacher is meeting established criteria for professional performance. Compliance and case management reviews will be completed by the East Central Director and shared with the teacher and building administrator.

Each school principal and the East Central Director shall be jointly responsible for the evaluation of the teachers in the school. In cases where the special ed director is also, the special ed teacher, the evaluation procedure shall follow the director's evaluation procedure as outlined in the director's contract. It is the evaluator's responsibility to maintain a written report and record of formal classroom observations and such other relevant observations about the teacher as are appropriate. Three copies of the evaluation instrument are to be made following each classroom observation. One copy of the report is to be placed in the teacher's personnel file, one kept by the director and one is to be given to the teacher. Additional copies of the evaluation reports may be required by the unit office. Following each evaluation conference, both the teacher and the principal shall sign the reports and certify any alterations according to the format of the report itself. The signature of a teacher on a report does not necessarily indicate that the teacher agrees with the report, only that it has been read and a copy received. When a teacher does not agree with the judgment or the substance of an evaluation by the principal, or other evaluators, the teacher may include or attach a statement or comment to that effect to the evaluation report.

C-418 FAMILY AND MEDICAL LEAVE

Leave Description

Eligible employees may use unpaid family and medical leave, guaranteed by the federal Family and Medical Leave Act, for up to a combined total of 12 weeks beginning August 1 and ending July 31 of the next year.

Other available paid vacation, personal or family leave will be substituted for family and medical leave necessitated by birth, adoption/foster care placement, or a family member's serious health condition. Other available paid vacation, personal, or sick leave will be substituted for family and medical leave necessitated by a family member's or employee's own serious health condition.

Any substitution required by this policy will count against the employee's family and medical leave entitlement. The unit will pay family leave or sick leave only under circumstances permitted by the applicable unpaid leave that will extend the employee's leave beyond 12 weeks, provided that the use of family and medical leave shall not serve to extend such other unpaid leave.

Family and medical leave is available in one or more of the following instances.

1. The birth and first-year care of a son or daughter.
2. The adoption or foster placement of a child.
3. The serious health condition of an employee's spouse, parent or child.
4. The employee's own serious health condition.

Employees may take an intermittent or reduced-hour family and medical leave when the reason for the leave is 3 or 4, above, with certain limitations provided by law.

Within 15 calendar days after the Director makes a request, an employee must support a request for a family and medical leave when the reason for the leave is 3 or 4, above, with a certificate completed by the employee's or family member's health care provider. Failure to provide the certification may result in a denial of the leave request.

If both spouses are employed by the Unit, they may together take only 12 weeks for family and medical leaves when the reason for the leave is 1 or 2, above, or to care for a sick parent.

Eligibility

To be eligible for family and medical leave, an employee must:

1. Have been employed by the Unit for at least 12 months (the 12 months need not be consecutive).
2. Have been employed for at least 1080 hours of service during the 12-month period immediately before the beginning of the leave, or be a full-time classroom teacher.

Notice

If possible, employees must provide at least 30 days notice to the Unit of the date when a leave is to begin. If 30 days' notice is not practicable, the notice must be given within two business days of when the need becomes known to the employee. The employee shall provide at least verbal notice sufficient to make the Unit aware that he or she needs a family and medical leave, and the anticipated timing and duration of the leave. Failure to give the required notice may result in a delay in granting the requested leave until at least 30 days after the date the employee provides notice.

Continuation of Health Benefits

During a family and medical leave, employees are entitled to continuation of health benefits that would have been provided if they were working.

Return to Work

An employee returning from a family and medical leave will be given an equivalent position to his or her position before the leave, subject to the Unit's reassignment policies and practices.

Classroom teachers may be required to wait to return to work until the next semester in certain situations as provided by law.

Implementing Procedures

The Director shall develop procedures to implement this policy consistent with the federal Family and Medical Leave Act.

Legal Ref: 29 U.S.C. 2601 et seq Family and Medical Leave Act
 29 C.F.R. Part 825 Regulations

Posting and Notice to Employees

The Unit Business Manager will post at the East Central office and will distribute the FMLA Fact Sheet to employees at the back-to-school in-service.

Recordkeeping

The Director shall ensure that records are kept according to the requirements contained in 29 C.F.R. 825.500.

C-420 ABSENCES

When the Special Education teacher is absent from the classroom, regardless of the

quality of the substitute, the education of the pupils is likely to suffer. Therefore, the Board believes that when teachers agree to teach the specified contractual days the only interruption of this commitment must be justified in terms of the unusual or unexpected need to be absent.

1. Requests for leave shall normally be made to the principal and director unless otherwise specified. These requests should be handed in well enough in advance of the anticipated absence, so that replacements can be obtained.
2. Substitutes shall be arranged for through the principal's office. Teachers shall not arrange for their own substitutes.
3. Provided the building principal gives approval, teachers will be allowed to leave for doctor or dental appointments, for a time not in excess of 55 minutes, during their lunch break, and/or at the completion of the regular school day, without payroll deduction. If more time is required, teachers must utilize their sick leave benefit in increments of half or whole days.

C-420.1 EXTRA-CURRICULAR DUTIES NOT RELATED TO SPECIAL EDUCATION

In the event that a teacher employed by the East Central Special Education multi-district 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 special education director must meet prior to the start of the activities and discuss necessary arrangements for the anticipated scheduled leave times.
2. The school in which the teacher is contracted to complete the extra-curricular activities duties will be responsible for reimbursing a substitute teacher if needed.
3. It is the intent the classroom not be left without a certified teacher or substitute teacher at all times. The certified teacher may be excused from classroom duties for the designated extra-curricular activity subject to the availability of a substitute teacher. If a substitute teacher is not available, the certified special education teacher may not be excused for the activity and will remain in the classroom.
4. Time absent when serving in these extra-curricular activities will be at no loss to the East Central staff's personal leave.