

# South Valley Multi-District Special Education Unit

## POLICIES

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July 2014 Update

# **SOUTH VALLEY MULTI-DISTRICT SPECIAL EDUCATION UNIT POLICIES**

## **Board Operations Handbook (1)**

### **STATEMENT OF PHILOSOPHY**

Eleven southeastern North Dakota school districts have joined the South Valley Special Education Unit and have made a commitment; they are and shall be committed to providing equal educational opportunities to all children.

Working together, it is the responsibility of all to make this philosophy a reality.

#### **We believe in a system of education:**

1. In which each child has a right to full educational opportunities regardless of capabilities.
2. In which it is a priority to provide necessary special services to children in the least restrictive environment.
3. Which recognizes and builds upon individual strengths, while helping overcome and compensate for limitations to the best of the individual's ability.
4. In which students with or without disabilities benefit from their experiences and relationships.
5. Which recognizes that a wide range of individual differences and needs exist and that an individualized program be devised for special needs.
6. Which recognizes the importance of parental participation in planning and executing a child's educational program.
7. Which recognizes that social and emotional well-being and a healthy self-concept are essential elements in a student's educational program.
8. Which is dedicated to helping all students reach their educational potential, whether it is self-help skills, full economic development or social independence.

**Right to Education Policy**

Through the Multi-District Special Education Unit, the eleven participating school districts assure that they:

1. Have made a commitment to providing full educational opportunity for all children with disabilities in the unit.
2. Have a plan to meet the goal in the local education agency (LEA) or in cooperation with other educational facilities.

Member districts of the South Valley Special Education Unit recognize that the intent of the legislature in providing for special education and related services is neither to guarantee an average level of functioning for all children served by the unit, not to abrogate the rights and responsibilities of the parents in matters pertaining to their children. It is merely to provide services that will assist each child in receiving benefit from his or her educational program (15.1-32 & 15.1-33).

The purpose of joining together in a cooperative special education unit is to be able to provide for the needs of any student with a disability (as defined under P.L. 94-142, Individuals with Disabilities Education Act and NDCC 15.1-32-01(4) who needs an educational program designed specifically for his or her needs, and to be able to provide this within the local school environment whenever possible.

**Participating Districts in the Multi-District Special Education Program**

Eleven southeastern North Dakota school districts have joined the South Valley Special Education Unit for the purpose of planning and coordinating special education and related services. The participating school districts include:

**Richland County**

Fairmount Public School	39-018
Hankinson Public School	39-008
Lidgerwood Public School	39-028
Richland #44 Public School	39-044
Wyndmere Public School	39-042

**Sargent County**

Milnor Public School	41-002
North Sargent Public School	41-003
Sargent Central Public School	41-006

**Ransom County**

Enderlin Public School	37-022
Lisbon Public Schools	37-019
Fort Ransom Public School	37-006

South Valley Special Education Unit was formed for the purpose of providing programs and services necessary for implementation of appropriate educational experiences for children identified as handicapped under the rules and regulations of IDEA. These experiences are individually designed to enable students with disabilities to benefit from their education programs. To this end, each district within the Unit agrees to cooperate through local board action regarding necessary planning and financial support.

Current geographical and population bases are considered sufficient to allow appropriate programming for most disabilities within the Unit. However, students with extremely low incidence disabilities may require programming facilities outside the Unit.

Each school district within the Unit retains ultimate responsibility for each student within its district. South Valley Special Education Unit in no way abrogates the responsibility of the individual school districts for students receiving special education services. Ultimate responsibility for the provision of free and appropriate public education for the students with disabilities (in accordance with State and Federal regs.) remains with the individual school district regardless of the location of the provision of such services.

### **Assessment of Participating School Districts for Proportionate Share of Multidistrict Expenses**

The South Valley Special Education Unit Board shall, for the purpose of paying any administrative, planning, operating or capital expenses incurred or to be incurred, assess each participating school district its proportionate share based on the amount necessary to balance the approved South Valley Budget.

### **Budget**

The director of the unit shall prepare a tentative financial plan for the coming fiscal year and present such plan to the Board of Directors prior to the regular May meeting of the board. This plan is to be reviewed by the board at the May meeting. The board will then make any necessary changes in the plan with final approval to be made at the June regular meeting of the board. This plan shall consist of a detailed budget and revenue plan indicating all anticipated expenditures and revenue sources. The plan will include specifically the assessment cost for each district. It is planned that each district will make payments to the multidistrict board monthly. Payments to the Multidistrict Board shall not exceed the necessary monies to maintain a reasonable cash flow. Each district shall make payments on the prearranged dates.

### **Operational Format**

The business manager of the South Valley Multidistrict program shall make all disbursements at the instruction of the board. However, contracted salary disbursements shall be considered vendor payments and the contract shall be construed as instruction by the board to make the monthly payment for the duration of the contract.

Foundation payments for Early Childhood Special Education students placed in South Valley special education classrooms or any student placed in any other special education programs outside of the student's district of residence shall be received by the student's educating district and paid to the Multidistrict Board at the close of each school year.

Early Childhood Classroom rental figures shall also be established and paid by the Multidistrict Board to the district hosting a self-contained special education class. Rental rates may be adjusted annually.

The Multidistrict Board may pay for any remodeling costs required beyond regular classroom needs. Regular classroom needs are defined as:

- Adequate light
- Adequate ventilation
- Safe and sanitary floor covering
- A classroom door
- Desks or tables and chairs for students and teacher
- A chalkboard
- Some type of storage space, such as shelves or a cabinet
- Computers – Technology

All maintenance and utility costs will be assumed by the school district.

When a building owned by the Multidistrict Board is placed on school district grounds, that school district will be reimbursed for the actual cost of utilities and janitorial services provided by that district.

South Valley will provide transportation to those students who are being served within the unit but outside of their home district.

Drivers of all special small bus routes shall be paid monthly by the Multidistrict Board. Costs in excess of the amount reimbursed by the state shall be paid by the Multidistrict Board. In the event the cost is less than the reimbursement received, the full amount of reimbursement received shall still be paid to the Multidistrict Board.

It shall be the responsibility of each district to raise funds necessary to meet the needs of students within their district.

**Disbursement of Monies Policy**

It shall be the policy of the South Valley Multi-District Special Education Unit Board to allow the Business Manager to pay out Unit monies prior to Board approval, provided the expenditure has been previously authorized in policy or by board action and that the expenditure is within the limits of the approved budget. The Director shall review and approve all invoices and/or billings resulting from this policy prior to payment.

A credit card in the name of the Unit may be applied for and used by the Business Manager for purposes of on-line ordering, airline and hotel reservations and billings, and other necessities of the Unit as may be approved by the Board.

The Business Manager may use on-line banking and electronic payments to manage the Unit’s monies.

The business Manager may establish a petty cash fund to be kept in the South Valley office for payment of incidental expenses. Access shall be limited to the Business Manager and Director.

Legal Ref: NDCC 15.1-07-12  
NDCC 15.1-07-21  
NDCC 15.1-09-28

**Assurance**

This multidistrict program assures that we are willing to consider reasonable requests from other districts for inclusion. Our time line requirements would be that final decisions are reached prior to March 1; the time financial arrangements are made for the next year.

**Organizational Plan Modification**

In the event that changes in this organization plan become necessary, the Multidistrict Board shall:

1. Notify each school board in writing of the anticipated change 30 days prior to voting on the issue.
2. Approve the change at the regular meeting by a 2/3 majority of the South Valley Multidistrict Board.

**Withdrawal from a Multidistrict Program**

In order to withdraw from the South Valley Special Education Unit, a school district must, on or before **March 1<sup>st</sup>**, notify the South Valley Multidistrict Board of its intention to withdraw. Formal withdrawal from the organization will take place **July 1<sup>st</sup>**. (15.1-33-06)

1. Approve the withdrawal by a majority vote of the school board.
2. Notify, in writing, the South Valley Multidistrict Board of the withdrawal.
3. Submit a plan to the Superintendent of Public Instruction for providing services to the children with disabilities.

**Multidistrict Special Education Board**

The South Valley Special Education Unit shall be operated by a multidistrict board composed of ten members representing the eleven school districts as outlined in the plan.

**Organization Adjustments Due to Addition or Withdrawal of School Districts**

The addition or withdrawal of school districts will require organizational modification of the representation units for board members. In the case of addition of school districts to the unit, the incoming school district board will appoint to a representative.

In the case of withdrawal of a school district, the Multidistrict Board shall revise, if necessary, the representation of the Unit Board within one year of the withdrawal of the district.

Multidistrict Board Members shall be appointed by the respective area/district boards.

Multidistrict Board Members shall receive the same compensation and expenses for attending Multidistrict

Board meeting or for otherwise engaging in official business for the Multidistrict as provided in section 15-29-05 for members of school boards, but Multidistrict Board meeting shall not be counted in determining the number of board meetings for which school board members may be compensated in any one year. Compensation and expenses of the Multidistrict Board Members shall be paid out of Multidistrict funds.

Vacancies on the Multidistrict Board shall be filled by the area/district school boards whose representation was lost when the vacancy occurred. A business manager of the Multidistrict Board shall be appointed by the board. (See Administration – Business Manager for duties)

### **Structure and Composition of the South Valley Multi-District Special Education Board**

The South Valley Special Education Unit Board will consist of members annually appointed by K – 12 District School Boards. Each participating K – 12 District shall appoint one representative to the Multi-District Special Education Board. Elementary/rural Districts shall designate a K – 12 district to represent them. Elementary/rural district representatives are welcome to attend South Valley Multi-District Special Education Board meetings as non-voting members.

#### **1. School Districts**

- Enderlin
- Fairmount
- Hankinson
- Lidgerwood
- Lisbon
- Milnor
- North Sargent (Gwinner)
- Richland 44
- Sargent Central (Forman)
- Wyndmere

#### **2. Elementary/Rural districts (Non-voting Member)**

- Fort Ransom

#### **3. Non-operating districts shall have no representation.**

#### **4. Organizational Representation**

Members of the South Valley Multi-District Special Education Unit Board shall annually be appointed by their respective school district boards. Verification of appointment shall be on file at the South Valley Multi-District Special Education Unit office.

Participation in the business of the South Valley Multi-District Special Education Unit is expected at Board meetings. If any appointed Board member misses two (2) consecutive meeting or three (3) meetings in any year the South Valley Multi-District Special Education Unit Board Chair will notify the School District Board Chair.

### **Meetings of Multidistrict Boards – Election of Officers – Quorum**

The South Valley Multidistrict Special Education Board shall annually elect a chairperson and vice-chairperson who shall not be from the same district/area. The chairperson shall preside at all meetings and in his or her absence the vice-chairperson shall preside. Each Multidistrict Board Member shall be entitled to one vote. A majority of the members of the Multidistrict Board shall constitute a quorum. Any motion or resolution may be adopted only by majority vote of the members of the Multidistrict Board.

The South Valley Multidistrict Special Education Board shall approve an annual meeting schedule – agenda will be as per state law. The board may change the date, time and location by its own action at a regular meeting. An agenda will be forwarded in advance of all meetings to the participating school district administrators and Multidistrict Board Members. This notice shall contain the date, time and location of the meeting and where practical, the topics to be considered.

### **Powers and Duties of the Multidistrict Board**

The powers and duties of a multidistrict special education board shall be as follows:

1. To prepare, on behalf of the participating school districts an annual plan for providing special education and related services, such plan to be submitted to the Superintendent of Public Instruction for approval.
2. To receive state and federal funds and distribute them to each of the participating school districts.
3. To employ personnel to carry out administrative, instruction, coordinating and related services, who shall have the same statutory rights as school district employees. Rights for such teachers shall include, but not be limited to, those rights available under sections 15.1-33-08 of the North Dakota Century Code.
4. To receive and expend any private, local, state or federal funds for the payment of personnel and for expenses of the multidistrict board.
5. To contract with school districts within and without the multidistrict area to provide special education and related services.
6. To employ a business manager responsible for receipt and expenditure of all funds, from whatever source, received by the multidistrict program – chairperson and business manager to countersign all multidistrict program warrants.

### **Multidistrict Board Responsibilities and Ethics**

Boards exist only when engaged in a legally convened meeting.

The Multidistrict Board has functions that cover four broad areas:

1. **Planning and Policy Making** – this is a joint effort between the board, staff and community to establish short-term and long-term goals and objectives for the district along with the general guidelines (policy) within which the administration operates the unit on a day-to-day basis.
2. **Legislation** – this is the business of approving the means by which the plans and policies are put into effect. The Director should recommend, along with providing supportive data, and then the board should accept, reject or modify the Director’s recommendation.
3. **Judicial** – this is the function of the board to hear facts in a controversy involving people and then, based upon a fair and impartial hearing (trial), to make a decision (verdict).
4. **Appraisal and Evaluation** – this is the board’s function to look at the operation of the multidistrict program, to determine whether or not the job is being done, and to prescribe steps for improvement. The only person the board should directly evaluate is the Director, and the Director in turn should cause the evaluation of all other personnel.

All of the ethical consideration usually applied to school board members also applies to multidistrict special education unit board members but the following additional considerations should be recognized:

1. Multidistrict Board members must be able to look beyond the boundaries of the districts they represent to consider the best interest of the entire unit. A board member should consider the educational welfare of all the students with disabilities attending schools within the unit.
2. Board members should believe in the value of special education and be committed to the practice of providing “a free, appropriate, public education in the least restrictive environment” for all children with disabilities.
3. Board members should be aware that the right to privacy usually accorded to parents and students in public schools is mandated by law in the case of special education students. Board members should respect the requirement for confidentiality of personally identifiable information and should not seek out information they know should remain confidential. In the event a board member becomes knowledgeable about personally identifiable information, it should be kept confidential.
4. Board members should not make individual education program (IEP) decisions at board meetings. IEP decisions, such as those involving related services, transportation, out-of-state placements, etc., are made through the IEP process at a meeting involving the student’s parents, teachers and school administrators and not at school board meetings. To do so leaves the board open for due process procedures as well as possible civil court action. Complaints from patrons concerning IEP decisions should be referred to the Director.

### **Early Childhood Special Education Paraeducators**

The amount of paraeducator time necessary to meet the needs of the students attending the South Valley Early Childhood programs will be based on the student needs identified by the IEP team or Multidisciplinary teams. The director will determine the employment of paraeducators with approval by South Valley Multidistrict Board.

### **Compensation**

Paraeducators shall be paid an hourly wage. The board will set the rate of pay annually. Continued employment is dependent on the needs of the students in the program in which the paraeducator is employed.

### **Qualified Paraeducators**

It is the intention of South Valley Multi-District Special Education Unit to provide quality services for all children identified under IDEA. Paraeducators employed for supplementary instructional duties shall meet the highest qualification according to state guidelines. In order to meet these guidelines each paraeducator shall receive twenty hours of training in the first calendar year of employment.

### **Drivers**

Drivers will be employed when the special educational needs of students warrant as determined by the child's multidisciplinary team or by the South Valley Director.

### **Compensation**

Drivers shall be paid an hourly wage. The board will set the rate of pay annually. Continued employment is dependent on the needs of the students in the program in which the driver is employed.

### **Driver Responsibilities**

- Route will be designed by the Director and current teacher of the child's school program. Other duties within the scope of driving may be assigned by the Director. Personal use of vehicle is prohibited.
- Drivers will pick up and deliver children with respect to all best practices in current safety standards. Child restraint procedures will be followed according to current best practices as specified in NDCC 39-21-41.2 and outlined by the Director. Includes Weather Safety Standard as specified by Director.
- Drivers must submit a current approved bus driver's physical report every two years or as required by the director. South Valley will pay for physical from approved clinical list.
- Drivers will be responsible for the periodic maintenance of their vehicles at the designated service facility. Vehicles will be lubricated every 3000 miles.
- Drivers will attend the regular bus drivers' workshops conducted by county superintendents or school districts during one of the scheduled sessions. Hourly rate will be paid for attending.
- Drug testing will be conducted according to the following:
  - South Valley Multi-District drivers will be included in the Drug and Alcohol Screening Services pool. All drivers, including substitute drivers, will be assigned to the district in which he or she resides. South Valley Multi-District will be billed costs of screening.

Failure to complete any requirements may result in termination of this employment agreement.

### **Speech Language Pathology Paraprofessional**

#### **Speech-Language Pathology Paraprofessional Definition**

A Speech-Language Pathology Paraprofessional (SLPP) is defined as an individual who meets the qualifications established through the ND administrative rules process. The minimum requirements for the SLPP are an associate's degree that includes the curriculum components listed below. These qualifications are less than those established as necessary for licensure as a speech-language pathologist, thus the SLPP does not act independently. The SLPP must work under the direction and supervision of a licensed speech-language pathologist.

**Qualifications to receive a Certificate of Completion to become a SLPP**

The SLP Paraprofessional must have completed an associate’s or bachelor’s degree that incorporates:

- a. Thirty hours of general college education including oral and written communication skills, mathematics, psychology and the biological and health sciences;
- b. Thirty hours of college education in the area of speech-language pathology including classes in anatomy, physiology of speech, language, swallowing and hearing mechanisms, communication development, introduction of clinical processes, and fundamentals of human behavior management; and
- c. A minimum of one hundred clock hours of fieldwork experience which is supervised by a qualified speech-language pathologist.
- d. The SLPP can provide services in a school setting for children ages 3 through 21

**Responsibilities of SLPP:**

- Provide speech-language pathology paraprofessional services under the direct control of a supervising speech language pathologist (10 hours of direct and indirect supervision by an SLP per week)
- Provide speech-language screenings, without interpretation, following specified screening protocols developed by the supervising speech-language pathologist
- Perform documented tasks developed by the supervising speech-language pathologist
- Document student’s progress toward meeting objectives and report this information to the supervising speech-language pathologist
- Prepare materials, perform scheduling and maintain space or equipment specific to student needs

**Compensation:**

Speech and Language Paraprofessionals will be issued an annual employment agreement. The employment agreement will be for 180 days. Starting wages will be per employee agreement.

**Non-licensed Staff Leave Policy** (Grandfather clause applicable per employment agreements)

**Sick Leave:**

Paid sick leave of one workweek per year of service shall be given, accumulative to three workweeks. One-half of the accumulated sick leave may be used for illness in immediate family (spouse, children, parents); the first three (3/5 work week) are automatic, the remaining days must have Director approval. If an employee is absent for three (3/5 work week) days in a row, a doctor’s excuse, furnished by the employee, may be required in order to collect sick leave.

**Emergency Leave/Funeral Leave:**

Paid emergency leave of two (2) days per year shall be granted to each employee. Such emergency leave shall be granted with the approval of the Director. Emergencies shall include (but not be limited to) illness or death of family or friends. After using emergency days, an employee may use additional days with approval of the Director. These days shall be deducted from sick leave days.

**Personal Leave:**

Paid personal leave of one (1) day accumulative to two (2) days per year shall be granted to each non-licensed employee. Unused days will be forfeited.

**Vacation Leave (12 Month Employees only)**

1 – 3 years employment	1 week
4 – 9 years employment	2 weeks
10 – 17 years employment	3 weeks
18 – 18+ years employment	4 weeks

{9.12.12 Update}

### **Supervisory Responsibilities**

#### **Description of Reimbursable Supervisory Responsibilities:**

1. Direct supervision of Speech Language Pathologist Assistants
2. Teachers with Tutor-in-Training status
3. Teachers with Provisional Letter of Approval status
4. Staff Member as Case Manager of Students Serviced by a Consultant
5. Teacher with Resident Teacher Status

#### **Selection of Supervisory Staff**

The director will select supervisory staff after discussion with eligible staff members.

#### **Qualifications**

Before serving in a supervisory capacity, staff members must be approved by the North Dakota Department of Instruction Special Education Department. Eligibility criteria include certification in the same field as the member being supervised.

### **Supervisor for Speech Language Pathologist Paraprofessional**

#### **Supervisor must:**

- Participate in the ongoing performance appraisal of the SLPP
- Document training and supervision of the assistant to ensure that the assistant only performs tasks within the scope of responsibility of SLPP; documentation of the training and supervision must be submitted to DPI on a quarterly basis
- Attend all meetings pertaining to students on their caseload; be case manager for students whose primary is SI
- Make all clinical decision, including determining referrals and dismissals from caseloads
- Conduct diagnostic evaluations, assessments, or appraisals, and interpret obtained data in reports
- Prepare each of the students' plans and review these plans with the assistant at least weekly
- Delegate specific tasks to the assistant while retaining legal and ethical responsibility for all the services provided or omitted; a summary of the SLPP's and the supervising SLP's daily responsibilities must be submitted to DPI on a quarterly basis
- Sign all formal documents;
- Review and sign all informal progress notes prepared by the assistant; and
- Provide ongoing training to the assistant on the job.

#### **Reimbursement**

- Supervisory staff will be allowed release time from their regular duties to supervise and work on case management duties with approval from the director.
- Supervisory staff will be reimbursed for mileage at North Dakota state rates.
- Compensation: \$1500.00 per semester.

### **Supervisor for Tutor-in-Training and Resident Teachers**

#### **Responsibilities**

- Supervisor must be case manager for students assigned to the Tutor-in-Training and/or Resident Teacher. The student's program remains the responsibility of the qualified teacher. Supervisor must attend IEP, Assessment Planning, and IWAR meetings.
- The supervisor will report to the unit's director of education the Tutor-in-Training's and Resident Teacher specific student assignment.
- During the first year, supervision must be at least one-half day per week or defined by University requirements.
- During the second and third year, supervision must include weekly contact but of a shorter duration (e. g.: one-half to one hour of weekly supervision or as needed).

**Reimbursement**

- Supervisory staff will be allowed release time from their regular duties to supervise and work on case management duties with approval from the director.
- Supervisory staff will be reimbursed for mileage at North Dakota state rates.
- Compensation: \$1000.00/semester for the first year, \$600.00/semester for second and third years.

**Supervisor for Letter of Approval (LOA) Staff****Responsibilities**

- Supervisor must be case manager for students assigned to the LOA staff member. The student's program remains the responsibility of the qualified teacher. Supervisor must attend IEP, Assessment Planning, and IWAR meetings
- The supervisor will report to the unit director of education the LOA specific student assignment.
- During the first year, supervision must be at least one-half day per week.
- During the second and third year, supervision must include weekly contact but of a shorter duration (e.g.: one-half to one hour of weekly supervision).

**Reimbursement**

- Supervisory staff will be allowed release time from their regular duties to supervise and work on case management duties with approval from the director.
- Supervisory staff will be reimbursed for mileage at North Dakota state rates.
- Compensation: \$1000.00/semester for the first year, \$600.00/semester for second and third years.

**Staff Member as Case Manager of Students Serviced by a Consultant****Responsibilities**

- Attend IEP, Assessment Planning, and IWAR meetings
- Complete necessary paperwork connected with these meetings
- Conduct evaluations when needed

**Reimbursement**

- Release time from regular duties to evaluate students
- Mileage reimbursement at North Dakota state rates.

**Teacher Mentoring Program**

It is the policy of South Valley Multi-District and Member School Districts to assign a mentor-teacher to each certified staff member new to the unit. At the discretion of the director, other staff members may have mentor-teachers assigned to them. The purpose of assigning a mentor-teacher is to increase the effectiveness of teachers; thus, enhancing the likelihood of student progress.

**Mentor Assignment:**

- Staff assigned to mentor will have a minimum of two years experience with S. Valley Multi-District
- The director will have sole power to assign a mentor-teacher.

**Mentor Duties**

- At least four (4) on-site visits from the mentor-teacher per year
- It is expected that the mentor-teacher will provide feedback for all facets of the first-year teacher's assignment including instruction, materials, meetings and paperwork.
- Mentor-teachers are not responsible for the first-year teacher's progress in any area.

**Reimbursement:**

- Mentor-teachers will be allowed release time from their regular duties to visit teachers.
- Mentor-teachers will be reimbursed for mileage at North Dakota state rates.
- Mentor-teachers will be paid \$25 per visit.

## **OPERATIONAL POLICIES**

### **Teacher Work Day**

Workday for special education certified staff is defined as the workday of teaching staff in their base-school. Special Education staff base-schools are listed on contracts.

### **Teacher Preparation Time**

All special education certified staff will have, at minimum, an aggregated 40-minute work preparation period per day.

### **Teacher Evaluation**

The Director shall work cooperatively with the administrators of the participating school districts to evaluate all special education personnel in accordance with state law. The actual responsibility for assuring that the evaluations are conducted shall be the Director's.

### **Personnel Recruitment**

The Director shall work cooperatively with the administration of the participating school districts to recruit all special education personnel. The actual responsibility for recruiting, interviewing and recommending candidates for employment shall be the Director's.

### **Reduction in Force**

The South Valley Special Education Board recognizes that a reduction in force may be necessary for many reasons, including but not limited to:

- Declining enrollment
- Loss of revenue
- Reorganization of programs
- Change in student's placements or residences
- Program curtailment

If a reduction in force becomes necessary, action will be taken on the basis of what has the least detrimental effect on all children needing services. The South Valley Special Education Board will consider reduction in force that avoids undue class relocation, maintains program continuity and positive school relations.

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 to alleviate the necessity for reduction in force, then the policy of South Valley shall be to retain those teachers with the greatest adaptability to meet the present and future staffing and educational needs of the multidistrict.
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 South Valley, then the teacher with 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 held a contract with South Valley for the greater period of time shall be retained.

In the event of staff reduction, contracts of separated personnel will be terminated in accordance with established North Dakota nonrenewal procedures.

### **Discharge of Teacher**

Reasons for dismissal are expressed in NDCC 15.1-15.

**Request for Release from Contract**

All professional staff who have signed contracts with the Unit are expected to fulfill the entire term of the contract. However, 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.

Conditions which might prompt the Board to grant a release from contract would include:

1. Reasons of personal health where a physician’s statement supports the request.
2. Serious illness or death in the immediate family that requires the teacher’s presence for an extended period of time.

The Board may, in its sole discretion, grant release from contract for other reasons; however such release may require a payment of liquidated damages to the Unit. No release shall be deemed granted until it has been unconditionally approved by the Board. 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. Legal Ref: NDCC 15.1-13-25(1)(g)

<b>Date</b>	<b>Liquidated Damages</b>
July 1 through 31	\$400.00
August 1 until contract Starting date	\$600.00
After starting date	\$1,000.00

**Flex Plan**

The Flex Plan allows eligible employees to annually elect, by September 1st, to enroll with Discovery Benefits’ payroll deductions. All costs will be paid by those in the Plan. The Board has set a \$2400.00 annual limit on the medical spending accounts.

**In-State Travel Reimbursement Rates**

Employees will be reimbursed for travel approved by the director at state rates.

**Staff Vehicle Policy**

Each itinerant staff member is assigned a home-base school; and travel between the base school and other service schools will, at the discretion of the Director, be reimbursed at the state rate per mile or a unit-provided vehicle.

**Substitute Pay**

When South Valley Multi-District teachers are absent, school districts in which the teacher provides primary service shall procure substitute teachers from the South Valley substitute list if possible. List updated in October and January annually. If it is not possible to use those listed, districts will obtain substitutes from the district list and bill South Valley Multi-District.

South Valley Multi-District will pay teaching substitutes in accordance with the following formulas:

- 2/3 base salary divided by 182 (days).
- Long-term substitutes 1/182 of base salary after 10 consecutive days, unless other agreed upon amount is negotiated by the director.

Substitute paraeducators/drivers will be paid per approved wage scale -- respective lane base *or* employee’s last hourly rate.

Should the South Valley Director have difficulty finding a qualified substitute for long-term assignments, the director may, after consulting with the Chairperson of the South Valley Board of Directors, go above the base pay per diem rate. The Director may not hire a long-term substitute teacher at a rate that would be above the per diem pay rate said substitute teacher would receive on the negotiated salary schedule for a contracted teacher of equal experience and training.

### **Non-Credentialed Teaching Positions**

It is the intention of South Valley Multi-District Special Education Unit to provide quality services from fully credentialed staff to children with special education needs. When there is a shortage of credentialed staff, the Director, with the approval of the board shall seek non-credentialed candidates. Candidates must have at minimum a general education teaching license and must be willing to pursue a credential in the area in which they are serving children.

Delineated Credentialed staff will supervise non-certified staff and will receive compensation as listed under Supervisory Duties. No non-credentialed staff will case manage students.

Compensation for non-credentialed staff selected under the above category will be base salary until credentialed. Benefits that follow those of credentialed staff will also be awarded.

Reimbursement for non-credentialed staff will include university tuition, fees, and class materials up to \$150. Classes must be pre-approved by the Director.

**Service Agreement:** Staff employed under the above agreement must continue to serve as members of South Valley Multi-District staff for three consecutive years after receiving the credential or reimburse the Unit for the balance of Unit funds expended as per agreement. Variances to the 3-year term may be granted by the Board for extenuating circumstances. This agreement does not obligate South Valley Multi-District for continuing to sponsor the non-credentialed staff member after one year of training and does not guarantee continued employment after the first year.

### **Student Sponsorship**

The Director may, with approval of the South Valley Multi-District Special Education Unit Board sponsor selected students in the final university year. This year must be the one immediately prior to the student's receiving a special education credential. Student must be credentialed by the beginning of the school year. Sponsorship may include university tuition, fees, class materials.

**Service Agreement:** Students sponsored under the above agreement must agree to serve as members of South Valley Multi-District staff for three years or reimburse the Unit for the balance of university tuition, fees, and class materials. Variances to the 3-year term may be granted by the Board for extenuating circumstances. This agreement does not obligate South Valley Multi-District for continuing to employ the student sponsored after one year of service.

### **Scholarships**

University students at the junior level or above, but not in final year, may apply for scholarships at \$500 per term. Student must maintain institution-required standards and express interest in being employed by South Valley.

### **Non-licensed Staff Salary**

Non-licensed staff salary will be set by the South Valley Multi-District Special Education Unit Board.

### **Tutors-in-Training**

In hiring professional staff (teachers) who are defined by the Department of Public Instruction as Tutors-in-Training, such teachers will be placed on the base of the South Valley Special Education Unit salary schedule and will remain at this lane until they become completely credentialed. Experience steps will be granted. Upon continued employment with the South Valley Special Education Unit, they will be placed on the appropriate step and lane in accordance with the credits they have earned in the field of special education and their teaching experience.

### **Experience Credit**

In placing experienced teachers new to the South Valley Special Education Unit on the salary schedule, the Director will have the authority to grant up to 10 years teaching experience. Teachers with experience greater than 10 years in special education may be granted more experience upon recommendation of the Director and approval of the Board and/or their designated authority.

### **Mid-Year Lane Change**

South Valley Multi-District Special Education Unit teachers who are eligible to change lanes in January of the current school term must submit a letter of intent to the Business Manager by September 1<sup>st</sup> of the school year term. Transcripts for verification and lane change approval must be submitted by January 1<sup>st</sup>.

### **Negotiations**

1. The South Valley teaching staff must request recognition as an official bargaining unit from the Board each year.
2. South Valley Board negotiating team will negotiate with the Director.
3. South Valley Board negotiating team will obtain recommendations from the director regarding salary and benefits for central office staff-

### **Payroll**

Certified and noncertified employees shall be paid monthly by the twenty-fifth (25<sup>th</sup>) of each month. Exceptions will be made when pay periods fall within a scheduled holiday recess or on a weekend. Electronic direct deposit is required for regular employees.

### **Extended Health Leave**

South Valley Multi-District Special Education Unit teachers may take an extended leave due to health as follows:

- Leave is taken at no cost to the Unit.
- Must have doctors verification
- Must have Director's approval exceeding FMLA.
- Leave shall not exceed one contractual school year.
- FMLA policy is currently in place that addresses experience, benefits, and reemployment.

### **Accumulated Sick Leave Pay For South Valley Employees Not Included In Teacher Negotiated Agreement**

For returning staff, payment of twenty (20) dollars per day will be made for days accumulated in excess of one hundred ten (110) days prior to the present year. The payment will be included with the September 25<sup>th</sup> payroll of the new contract year and will not exceed twelve (12) days.

Upon termination of employment the following actions will take place:

- Staff who have a minimum of 15 years service in the South Valley Unit (employment in other districts is not considered) will receive \$25.00 per unused sick day upon retirement up to 110 days.
- Staff who have less than 15 years service in the South Valley Unit (employment in other districts is not considered) will receive \$10.00 per unused sick day upon retirement up to 110 days.
- Staff who change employment from the South Valley Unit to employment with a South Valley Unit member school will receive \$10.00 per unused sick day up to 110 days.
- Staff who leave the unit for employment with a non-unit member or other organization will receive no compensation for unused sick days.
- Payment will be made by September 25th. {9.12.12 Update }

### **In-service, Conferences and Conventions**

Both certified and noncertified staff shall be encouraged to attend in-service programs related to their job assignments. Costs for registering and attending these programs may be by the Unit. Director pre-approval must be obtained for any in-service participation that occurs during school hours or for cost reimbursement.

### **Military Leave**

Military leave shall be granted pursuant to current state and federal law.

Legal Ref: NDCC 37-01-25 NDCC 37-01-25.1

### **Jury Duty**

Staff will be paid the difference between their jury salary and their regular salary. Therefore, staff may forward their jury pay to the office or take a personal day and keep the jury duty pay.

### **403B Plan**

South Valley maintains a 403(b) Plan for eligible employees of the unit. The plan allows eligible employees to make pre-tax salary reduction contributions into investments selected by each employee from a list of authorized investment vendors available under the plan. All common law employees of the unit, except student teachers and student workers, are immediately eligible to participate by making salary reduction contributions on a pre-tax basis under the plan. Minimum contributions must be at least \$200 per year. Plan vendors are: Horace Mann Life, Jackson National Life, and Thrivent Financial. Any vendor named agrees to share information necessary for compliance purposes with employer, an administrator and/or with any other 403(b) provider as may be required or desirable to facilitate compliance with the Plan and all applicable law and regulations.

### **Patron Complaints – Complaints About Personnel**

The Board recognizes that complaints from concerned patrons are inevitable. In order to provide an effective procedure for responding to complaints in a manner that is in the best interests of promoting better educational opportunities for children, the following policy is adopted.

Complaints about personnel shall be directed to the principal or other supervisor directly responsible for supervision of that employee. The supervisor shall:

1. Investigate the complaint with assistance from local school district administration.
2. Promptly notify the employee if the complaint is to be placed in the employee's personnel file. The decision to place information into any personnel file will be made by the director based on the results of an inquiry or investigation.
3. Schedule a meeting of the employee, the complainant, and the supervisor if deemed appropriate.
4. Provide a response to the complainant within sixty (60) days of the receipt of the complaint. Upon conclusion of the investigation, the complainant will be informed as to the outcome of the investigation and the disposition of the complaint. If either party is not satisfied with the handling of the complaint, the matter can be appealed to the director for final resolution.

To be considered for investigation, any such complaint must have been filed within 180 days of the alleged occurrence. (Exception of the 180 days would be an accusation of sexual abuse.)

Complaints about the director shall be directed to the board president, who shall follow the same procedure.

This procedure is intended to minimize the risk of a possible action for libel or slander, to retain the impartiality of the board, and to maximize compliance with North Dakota law.

### **Safety Policy**

South Valley recognizes that safety, health and well being of our employees is a priority in the daily functions of our unit's operation. To facilitate reduction of accidents and health hazards, we will comply with all governmental mandated rules and regulations as they apply to the work activities in our workplace. Success in reducing and/or eliminating injuries in our workplace depends on commitment from all levels of South Valley employees. The responsibilities listed below must be followed and are essential to our organization's success.

#### **Safety Responsibilities – Management**

1. Management is responsible for providing a workplace free of recognized hazards. This responsibility is shared by all member schools.
2. Management is responsible to file a notice of accident reported with Workforce Safety & Insurance (WSI) within 7 days of employee notification.
3. Management is responsible for providing appropriate personal protective equipment to employees when necessary.
4. Management is responsible to provide sufficient information to allow employees to perform all tasks safely and take corrective action to eliminate hazardous conditions and/or practices.

### Safety Responsibilities – Employees

1. All employees are responsible for reporting work-related injuries and illnesses to management immediately and for filing claims with Workforce Safety & Insurance.
2. All employees are responsible to know, understand, and follow South Valley Safety Policies.
3. Employees are responsible for working in a safe manner at all times and are required to report any unsafe conditions, equipment, or procedures to their supervisor or management immediately.
4. Personal protection equipment, where required, must be worn by all employees. There will be no exceptions to this requirement.

### **Fraud Prevention & Investigation**

The board expects all employees, board members, consultants, vendors, contractors, and other parties maintaining any business relationship with the unit to act with integrity, due diligence, and in accordance with all laws in their duties involving the unit's fiscal resources. The unit is entrusted with public dollars and no person connected with the unit should do anything to erode that trust.

The director shall be responsible for developing internal controls designed to prevent and detect fraud, financial impropriety, or fiscal irregularities within the unit. Every member of the unit's administrative team shall be alert for any indication of fraud, financial impropriety, or irregularity within his/her areas of responsibility.

Any employee who suspects fraud, impropriety, or irregularity shall report their suspicions immediately to his/her immediate supervisor and/or the director. The director shall have primary responsibility for any necessary investigations and shall coordinate investigative efforts with the unit's legal counsel, auditing firm, and other internal or external departments and agencies, including the Richland County Prosecutor's Office and law enforcement officials, as the director may deem appropriate.

In the event the concern or complaint involves the director, the concern shall be brought to the attention of the board president who shall be empowered to contact the unit's legal counsel, auditing firm, and any other agency to investigate the concern or complaint.

The director may elect to employ the unit's auditing firm to conduct a partial forensic/internal control/SAS99 audit annually or otherwise as often as deemed necessary. The director is authorized to order a complete forensic audit if, in his/her judgment, such an audit would be useful and beneficial to the unit.

### **Fraud Prevention & Investigation**

Fraud, financial improprieties, or irregularities include, but are not limited to:

1. Forgery or unauthorized alteration of any document or account belonging to the unit.
2. Forgery or unauthorized alteration of a check, bank draft, or any other financial document.
3. Misappropriation of funds, securities, supplies, or other assets.
4. Impropriety in the handling of money or reporting of financial transactions.
5. Profiteering because of "insider" information of district information or activities.
6. Disclosing confidential and/or proprietary information to outside parties.
7. Accepting or seeking anything of material value, other than items used in the normal course of advertising, from contractors, vendors, or persons providing services to the unit.
8. Destroying, removing, or inappropriately using district records, furniture, fixtures, or equipment.
9. Failing to provide financial records to authorized state or local entities.
10. Failure to cooperate fully with any financial auditors or investigators.
11. Any other dishonest or fraudulent act involving district monies or resources.

The director shall investigate reports of fraudulent activity in a manner that protects the confidentiality of the parties and the facts. All employees involved in the investigation shall be advised to keep information about the investigation confidential. If an investigation substantiates the occurrence of a fraudulent activity, the director, or board president in the investigation centers on the director, shall issue a report to appropriate personnel and to the board. The final disposition of the matter and any decision to file or not file a criminal complaint or to refer the matter to the appropriate law enforcement and/or regulatory agency

for independent investigation shall be made in consultation with the unit's legal counsel. The results of the investigation shall not be disclosed to or discussed with anyone other than those individuals with a legitimate right to know until the results are made public.

### **Family Medical Leave Act**

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they have worked for a covered employer for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles.

Reasons for taking leave:

Unpaid leave must be granted for any of the following reasons:

- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

At the employee or employer's option, certain kinds of paid leave may be substituted for unpaid leave.

Advance Notice and Medical Certification:

The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.

- The employee ordinarily must provide 30 days advance notice when the leave is "foreseeable".
- An employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the employer's expense) and a fitness for duty report to return to work.

Job benefits and Protection:

- For the duration of FMLA leave, the employer must maintain the employee's health coverage under any "group health plan".
- Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.
- The use of the FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Unlawful Acts by Employers:

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA;
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement:

- The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.
- An eligible employee may bring a civil action against an employer for violations.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family medical leave rights.

For Additional Information:

Contact the nearest office on the Wage and Hour Division, listed in most telephone directories under U.S. Government, Department of Labor.

Pursuant to FMLA law, eligible employees will be granted unpaid leave. If an employee requests accumulated sick leave pay for maternity leave, it will be used within 6 -8 weeks of the baby's birth (or adoption). Medical certification is required. (Adopted 6-9-99)

### **Early Entrance Requirements**

A parent/guardian may apply for early admission of his/her child to the member school districts if the child meets early entrance age requirements established by law. The superintendent shall develop a procedure for testing and evaluating early entrance applicants in accordance with law. The procedure shall, at a minimum:

1. Require that applicants be evaluated using developmental and readiness tools developed by the Superintendent of Public Instruction.
2. Contain a prohibition disallowing an applicant from applying for early admission more than once during a 12-month period.
3. Require a mandatory nine-week probationary period for all approved applicants at the end of which reassessment shall be made.
4. Contain a notice that application denial decisions are binding for a twelve-month period.

### **Fees**

The board will assess the costs of early admission evaluations for students residing in the district. Out-of-district applicants will be charged a fee as determined by the board and such monies will revert to the district.

### **Transfer Students**

This district will honor early admission evaluation decisions made by other districts but will still require a nine-week probationary period for any student who transfers into the district and is younger than the state minimum age of attendance for kindergarten and first grade.

### **Procedure**

1. Parents initiate contact with school district administration.
2. School district administrator asks the parent to complete Application for Early Entrance.
3. After receiving written application, school district administrator sets up time to meet with the parent(s), student, and kindergarten teacher.
4. During the meeting, the school district administrator will complete the Parent Interview form. The kindergarten teacher and student will meet separately from the parent and administrator to conduct some informal observations and assessments.
5. School district administrator and kindergarten teacher will meet to determine if further evaluation is needed, if the child would qualify for early entrance, or if the child will not qualify for early entrance.
6. If the school district administrator and kindergarten teacher feel further evaluation is needed, they will contact South Valley to assist in conducting additional assessments.
7. South Valley staff will conduct assessments and explain the results.
8. The school district administrator will make the final determination for early entrance.

## **RECRUITMENT, HIRING, & BACKGROUND CHECKS FOR NEW CLASSIFIED PERSONNEL**

The South Valley Special Education Board is committed to hiring individuals who will best meet the needs of the Unit consistent with budget limitations, with its goal to ensure student and staff safety, and in compliance with state and federal law.

### **Definitions**

For the purposes of this policy:

- Applicant is defined as any individual applying for a classified position.
- Classified employees/personnel are defined as unit staff working in positions that do not require licensure from the Educational Standards and Practices Board or an administrative credential from the Department of Public Instruction.
- Competitive personnel system is defined in accordance with NDCC 37-19.1-01.
- Crime is defined as a felony offense, misdemeanor, a violation of an ordinance, and charges that result from non-sufficient funds or “no account.”
- Sexual offender is an individual meeting the criteria in NDCC 12.1-32-15 and/or is required to register under NDCC 12.1-32-15.
- Unsupervised contact is defined in accordance with NDCC 12-60-24 as being in proximity to one or more students, on school grounds, or at school functions.

### **Recruitment and Hiring Authority**

The Board authorizes the Director to hire classified staff. No action of the Board shall be necessary so long as the Board previously established the position and hiring is within budget limitations.

All classified employees shall be hired on an hourly rate and not on a contract. The employment of classified employees shall be at-will.

All advertising for classified positions shall include a statement that applicants are eligible for Veterans Preference and the unit is an Equal Opportunity Employer. The advertisement should include a closing date.

### **Qualifications Screening Process**

The Director shall investigate the qualifications of applicants for classified positions, including education and experience. In order to determine if an applicant is qualified, the director shall conduct criminal history record checks when necessary (as explained below) and may:

1. Conduct a driving record check for applicants seeking a position involving transportation of students and/or [regular] use of unit vehicles.
2. Conduct a credit check for positions involving [regular] access to unit funds.
3. Require a work history from at least the past 4 most current employers;
4. Require applicants to submit to an oral interview. The interview shall have a standard set of job-related questions and pre-determined satisfactory answers.
5. Require at least 3 professional references;
6. Require the applicant to submit to a work simulation.

Job announcements for positions requiring satisfactory driving and/or credit records (as determined by the hiring authority prior to advertising) must list such requirement(s).

### **Qualifications Screening: Criminal Background Checks**

As part of the qualifications investigation, applicants for positions that allow unsupervised contact with students shall be required to:

1. Submit to a criminal history record check; and
2. Certify in writing that the applicant has never been charged with a crime or provide a written description of the disposition of the charge.

The Director or designee shall adjudicate criminal history records based on the following factors:

1. The nature and gravity of any known misconduct and/or offense(s);
2. The time that has passed since any known misconduct, criminal conviction, and/or completion of a sentence occurred;
3. The nature of the job sought.

Applicants will be deemed to be at a risk unsuitable for unit employment in at least the following instances:

1. The applicant is a sexual offender or has committed an offense involving a child victim.
2. The falsification or omission of any information concerning criminal convictions or pending criminal charges.

### **Applicant Rights**

Applicants claiming Veterans Preference must provide appropriate certification in accordance with law.

Records obtained by the unit for background and other record checks will be used solely for purposes that they were requested and will only be disseminated and retained in accordance with the personnel records policy. The Director shall advise applicants that the procedure for obtaining, correcting, or updating federal records is contained in 28 CFR 16.34. Before making a hiring determination, the Director shall give the applicant a reasonable time to correct and/or complete his/her criminal history record or decline to do so. The Director shall follow the requirements under the Fair Credit Reporting Act if using credit reports to make employment decisions.

### **Competitive Personnel System**

The Unit may use a competitive personnel system after conducting the qualifications screening. The system shall be an exam administered in compliance with the point system and other requirements contained in NDCC 37-19.1-02(4)

### **Final Selection**

The Unit will make all final selections of employees for classified positions in accordance with Veteran Preference law (NDCC 37-19.1-02). When permitted by law,

this may include further inquiry (i.e., after initial qualifications screening and, if applicable, the completion of the competitive personnel exam) into an applicant's qualification based on screening mechanisms such as interviews, background checks, and skills testing.

Complementary Documents

- DBAA-AR, Background Screening Procedure
- DBAA-E, Adjudication System
- DI, Personnel Records

End of South Valley Special Education Policy DBAA ..... Adopted: 1-09-2013