

***West River***  
***Student Services***



**Employee**  
**Guidebook**

**2023-2024**

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Table of Contents

Forward .....	A-100
Philosophy and Purpose .....	A-200
Mission Statement .....	A-300
Equal Opportunity Employer .....	A-400
Policies Relating to Unit Personnel .....	B-100
Qualifications .....	B-110
General Duties .....	B-120
Staff Conduct .....	B-130
Employment Practices .....	B-200
Anti-Harassment .....	B-210
Conflict of Interest .....	B-220
Resignation of Professional Staff .....	B-230
Knowledge of Responsibilities and Authority .....	B-300
Contractual Provisions .....	B-400
Reduction in Force .....	B-401
Absences .....	B-410
Personal Leave .....	B-411
Professional Leave .....	B-412
Full Year Leave of Absence .....	B-413
Sick Leave .....	B-414
Jury Leave .....	B-415
Personnel Who Seek Public Office .....	B-416
Bereavement Leave .....	B-417
Emergency Leave .....	B-418
Maternity Leave .....	B-419
Payment of Salary/Administrative Regulation .....	B-420
Expense reimbursement .....	B-421
Retirement .....	B-430
Medical Insurance .....	B-440
Long Term Disability Insurance .....	B-450
Life Insurance .....	B-460
403b Plan .....	B-470
Staff Evaluations .....	B-480
Personnel Records .....	B-490
Employee Grievance .....	B-491
Responsibilities of Itinerant Staff .....	B-500
Unit Properties .....	C-100
Definition .....	C-110
Gifts to Unit .....	C-120
Purchases .....	C-130
Inventory .....	C-140
Emergency Closing .....	C-200

Tobacco/Alcohol Use.....	C-300
Background Checks.....	C-310
Patron Complaints.....	C-320
Drug Free Workplace.....	C-400
Child Abuse and Neglect.....	D-100
Medications.....	D-200
Infectious Diseases.....	D-300
Confidentiality.....	E-100
Complaint Form.....	Appendix A
Harassment Form.....	Appendix B
Leave Request Form.....	Appendix C
Expense Reimbursement Form.....	Appendix D
403 (b) Agreement Form.....	Appendix E

## ***SECTION A-100 - FORWARD***

West River Student Services is committed to a culture of collaboration, open communication, and the personal and professional growth of all employees. This Employee Guidebook has been prepared to assist employees in understanding some of the policies, procedures, rules, and regulations, and to provide for the orderly and efficient operation of the Unit. Each employee is obligated to read and become familiar with this information and to follow the policies, procedures, rules, and regulations contained herein.

This Employee Guidebook has been prepared for information purposes only, and the provisions contained herein supersede any and all previous Guidebooks, statements, policies, procedures, rules, or regulations given to employees, whether verbal or written. None of the statements, policies, procedures, rules or regulations contained herein constitute a guarantee of employment, a guarantee of any other right or benefits, or a contract of employment, expressed or implied. The provisions set forth in this Guidebook may be altered, modified, changed, or eliminated at any time by the Unit Board.

I understand that the Guidebook has been developed for the general guidance of West River Student Services Unit's employees and that it is my responsibility to read and acquire an understanding of the information contained in the Guidebook.

## ***SECTION A-200 - PHILOSOPHY AND PURPOSE***

The individual districts within the West River Student Services Unit believe in the inherent worth and individuality of each and every student. They believe in the right of every student to grow into a respected, functioning member of society and in the role of the school in providing instruction that will prepare each student, to the best of his or her ability, for success in fulfilling that right. This presumes consideration for the needs of the whole student and implies attention to the following areas:

- (a) academic knowledge,
- (b) problem-solving and critical thinking skills,
- (c) social skills and emotional well-being,
- (d) skills necessary for gainful employment at a level appropriate to the individual student, and
- (e) other skills that will increase the ability of the student to live in an increasingly complex world.

These individual districts believe that this philosophy includes the right of every student, regardless of any disability, to receive a free and appropriate education in the least restrictive environment.

These districts also recognize that the intent of the legislature in providing for student education and related services is neither to guarantee an average level of functioning for all students served by this Unit, nor to abrogate the rights and responsibilities of the parents in matters pertaining to receiving benefit from his or her educational program.

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 by the Individual with Disabilities Education Improvement Act (IDEA) and NDC (15.1-33) who needs a special education program designed specifically for his or her needs, and to be able to provide this within the local school environment when possible.

## ***SECTION A-300 - MISSION STATEMENT***

The mission of the West River Student Services Unit is to empower each student to function as effectively as possible in society as a competent, productive, caring and responsible citizen.

## ***SECTION A-400 – EQUAL OPPORTUNITY EMPLOYER***

The West River Student Services Unit is an Equal Opportunity Employer and does not discriminate on the basis of race, color, religion, national origin, sex, age, disability or non-disqualifying disability in its education programs/activities and employment practices. The West River Student Services Unit seeks to provide access to all its programs for those interested persons who might have a variety of disability conditions. This includes those with impaired vision and hearing loss. Furthermore West River Student Services assures that the district and its employees will not retaliate against any persons who file a complaint regarding these or any other Office of Civil Rights (OCR) enforced statutes regarding discrimination and/or treatment. Additionally the unit will discipline any individual who retaliates or takes adverse action against any person who reports alleged discrimination and/or harassment or who testifies, assists, or participates in any investigation relating to a discrimination and/or harassment complaint. If you have concerns or need information regarding the existence and location of services, activities, and facilities that are accessible, please contact the Unit Director at (701) 483-1257.

## ***SECTION B-100 - UNIT PERSONNEL***

### **B-110            QUALIFICATIONS**

All Unit professional staff members shall hold a valid teaching certificate or state approved credential meeting the requirements for their specific assignment.

Due to the detrimental effect that a lack of accreditation would have upon the students of the served school districts, staff not in compliance with these requirements shall be considered for nonrenewal as provided by appropriate North Dakota Century School Code Statutes.

### **B-120            GENERAL DUTIES**

1. The primary duty of the staff member is to help students learn basic subject matter and/or skills that will contribute to their development as mature, able, and responsible men and women.
2. The staff's responsibilities to students are not confined to the classroom but extend to school corridors, restrooms, playground, study halls, field trips or other assignments, as the administration may deem necessary for good discipline, health and safety.
3. Staff in the West River Student Services Unit shall strive at all times to:
  - A. Develop supports that meet the individual needs, interests, and abilities of students.
  - B. Create environments that are conducive to learning and appropriate to the maturity and interests of students.
  - C. Guide the learning process toward the achievement of the individual goals.
  - D. Employ instructional methods that are most appropriate for meeting the stated goals and objectives.
  - E. Assess the accomplishments of students on a regular basis and interpret their work fairly and honestly to students and parents.
  - F. Counsel with colleagues, students, and/or parents on a regular basis relative to individual student progress in terms which emphasize significant items of need, growth and personality development.
  - G. Assist the administration in implementing all policies and/or rules governing student life and conduct; for the classroom, develop reasonable rules of behavior and procedures that maintain order in a fair and just manner.
  - H. Plan and supervise purposeful assignments for para-educators, volunteers and work cooperatively with supervisors and/or school administration.
  - I. Maintain and improve professional competence.



J. Attend staff meetings and serve on committees that may be required and/or assigned; maintain a positive relationship with other building and unit/district employees.

K. Be readily available to students.

To accomplish these goals, job descriptions are prepared for each position and kept in the central office. These job descriptions are not intended to supplant these general duties, but to expand on them. Staff are expected, therefore, to adhere to this policy in addition to the specific duties outlined in the job description for their position.

## **B-130**            **STAFF CONDUCT**

All employees are expected to adhere to established policies, rules, and standards of conduct. Failure to comply lessens the ability of the Unit to fulfill our mission of guaranteeing a quality education. The following actions may lead to progressive disciplinary action, including verbal counseling, written reprimand, paid administrative leave, suspension without pay, and termination of employment.

A policy outlining standards of conduct and performance cannot be all inclusive. The Administration reserves the right and will exercise the right to take appropriate action of certain conduct not specifically included in this policy when the conduct is such that any reasonable person would be expected to know it to be against the best interest of the Unit.

- Theft of school property or theft of the property of another employee
- Falsification of any school record or employment application
- Deliberate damage to or destruction of school property
- Negligent conduct while on duty, resulting in personal injury to a student or another employee or property damage
- Possessing, using, selling or buying any alcoholic beverage, narcotic, hallucinogenic drug, marijuana, barbiturate, amphetamine, or other intoxicants, or being under the influence of a controlled substance while on unit property.
- Smoking on school property
- Unauthorized use of Unit equipment
- Use of abusive or profane language or racial slurs toward students, parents, members of the public, or other employees
- Disorderly conduct on school property which might include, but is not limited to: fighting, threatening or attempting to inflict bodily harm on another person
- Engaging in immoral conduct in relation to a student

- Excessive absenteeism, unreported absences of 1 or more days, excessive tardiness, and abuse of sick leave benefits
- Insubordination: refusal to follow a supervisor's instruction
- Unauthorized use or possession of any dangerous weapon on school property. (The definition of a dangerous weapon shall include but not be limited to firearms, knives, metal knuckles, straight razors, explosives, noxious irritants or poisonous gases, poisons, drugs or other items possessed with the intent to use, sell, harm, threaten or harass students, staff members, parents or members of the school community).
- Associating with students at any time in any situation or activity which could be considered sexually suggestive or involve the presence or use of controlled substances such as tobacco, alcohol, or drugs, or dating a student enrolled in a participating school district. Any such conduct with a student by an employee of the Unit can also subject the offender to criminal liability.
- Extended lunch or other breaks
- Posting, altering, or removing material from bulletin boards without authorization
- Conduct disruptive to fellow employees
- Failure to exercise reasonable care or courtesy in dealing with students, parents, or other employees
- Unsatisfactory work performance
- Serious or intentional breach of confidentiality

## ***SECTION B-200 - EMPLOYMENT***

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 Unit Board members shall have the opportunity to aid in the selection. No candidate shall be hired without a personal interview, unless waived by the Board.

### **B-210      ANTI-HARASSMENT**

#### **PROHIBITION OF DISCRIMINATION, HARASSMENT AND VIOLENCE**

##### **I. GENERAL STATEMENT OF POLICY**

It is the policy of the West River Student Services Unit to maintain an environment that is free from discrimination and harassment. The Unit prohibits any form of harassment based on race, color, religion, sex, national origin, mental or physical disability, sexual orientation, age, or status with respect to marriage or public assistance, or status in any group protected by federal or state law.

The Unit will act to investigate all complaints, formal or informal, verbal or written, of harassment and to discipline or take appropriate action against any student, teacher, administrator, or other school personnel who is found to have violated this policy.

##### **II. DISCRIMINATION / HARASSMENT DEFINED**

Harassment generally includes, but is not limited to, physical contact or violence or verbal statements relating to an individual's race, color, religion, sex, sexual orientation, national origin, age, mental or physical disability, or status with respect to marriage or public assistance, or status in any group protected by federal, state or local law when the conduct:

- Has the purpose or effect of creating an intimidating, hostile, or offensive working or academic environment;
- Has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or
- Otherwise adversely affects an individual's employment opportunities.

### **III. SEXUAL DISCRIMINATION / HARASSMENT DEFINED**

Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct and violence or communication of a sexual nature when:

1. Submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment, or of obtaining an education; or
2. Submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education; or
3. That conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or education, or creating an intimidating, hostile, or offensive employment or education environment.

Sexual discrimination / harassment may include but is not limited to:

1. Unwelcome verbal harassment or abuse of a sexual nature;
2. Unwelcome pressure for sexual activity;
3. Unwelcome, sexually motivated, or inappropriate patting, pinching, or physical contact, other than necessary restraint of pupil(s) by teachers, administrators, or other school personnel to avoid physical harm to persons or property;
4. Unwelcome sexual behavior or words, including demands for sexual favors accompanied by implied or overt threats concerning an individual's employment or educational status;
5. Unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises for preferential treatment with regard to an individual's employment or educational status; or
6. Unwelcome behavior or words directed at an individual because of gender.

### **IV. RACIAL DISCRIMINATION / HARASSMENT DEFINED**

Racial harassment in public schools violates Title VI of the Civil Rights Act of 1964. Racial discrimination / harassment is present if a person is treated differently on the basis of race, color, or national origin in the context of an educational program or activity without legitimate nondiscriminatory reason so as to interfere with or limit the ability of the person to participate in or benefit from the services, activities, or privileges provided by the recipient.

Racial discrimination / harassment may include but is not limited to:

1. Harassing conduct that is physical, verbal, graphic or written;
2. Injury to persons or property or;
3. Conduct threatening injury to person or property.

## I REPORTING PROCEDURES

Any person who believes he or she has been the victim of discrimination and/or harassment on the basis of race, color, religion, sex, national origin, mental or physical disability, sexual orientation, age or status with respect to marriage or public assistance, or status in any group protected by federal or state law, by a student, teacher, administrator or other school personnel within the Unit, or any person with knowledge or belief of conduct which may constitute discrimination or harassment toward a student, teacher, administrator, or other school personnel should report the alleged acts immediately to an appropriate school district employee. An appropriate employee could be any support staff or certified staff member of a school building or Unit.

This procedure is applicable to allegations of discrimination/harassment, including staff-on-student, staff-on-staff, and student-on-student discrimination/harassment as described under Title VI, Title IX, and Section 504.

The right to confidentiality, both of the complainant and of the accused, will be respected consistent with the Unit's legal obligations and with the necessity to investigate allegations of discrimination or harassment and to take disciplinary action when this conduct has occurred.

A substantiated charge against a Unit staff member will subject such member to disciplinary action which may include possible discharge. A substantiated charge against a student in the school district will subject that student to disciplinary action, which may include suspension or expulsion, consistent with the student disciplinary policies.

A. Each affiliated school district has a person responsible for receiving oral or written reports of discrimination/harassment at the building level. Any Unit district employee who receives a report of discrimination and/or harassment shall inform the building principal.

Upon receipt of a report of discrimination/harassment, the Unit director or LEA administrator will request a written statement. This written statement of the alleged facts. If the report was given verbally, the director and/or LEA administrator will provide a written summary within 24 hours. If the complaint involves the building principal, the complaint will be made or filed directly with the affiliated school districts superintendent or Unit director.

B. The LEA administrator and/or the Unit director is the Officer for the receipt of reports or complaints of discrimination and/or harassment. If the complaint involved the Unit director the complaint will be filed within the Unit's board chair person.

C. A student or adult who believes he/she is a victim of discrimination or harassment on a school bus, or any student or adult, who witnesses such action on a school bus, will report the incident to the affiliated school administration. The employee will then refer the report to the principal of the school the alleged victim attends if the alleged perpetrator is a bus driver or bus aide.

### D. Time Limits

1. Reports should be filed as soon as possible after the events which constitute discrimination, retaliation and or harassment, but no later than 120 days following the date of the last discriminatory act.
2. A complaint alleging an act of discrimination, harassment, or retaliation that began before the 120

day time limit may be filed if the acts are a "continuing violation."

a. A "continuing violation" may exist if at least one of a series of closely related acts that began more than 120 days before a report was filed satisfies the time limit, or pervasive, institutionalized, or systemic discriminatory practices or procedures result in at least one discriminatory act that occurs within the 120 days.

b. Generally, the present effects or consequences of past discrimination do not constitute a continuing violation.

c. Court decisions interpreting Title VI, VII, IX, and other civil rights laws shall be the guide in determining whether a report properly alleges a continuing violation.

3. Because jurisdiction under this procedure is restricted to complaints alleging unlawful discrimination, harassment, or retaliation, complaints alleging other infractions or other types of unfair treatment will be dismissed and returned to the complainant for disposition under the appropriate grievance or complaint procedure.

## II. INVESTIGATION PROCEDURES

By the authority of the Unit, the affiliated school district building principal, or Unit director upon receipt of a report or complaint alleging discrimination and/or harassment, either verbal or written, shall immediately undertake or authorize an investigation and an investigator will be assigned. In any case in which one or more of the following circumstances exist, an outside the-building district investigator will be used.

a. Harassment is alleged;

b. The building level administrator who would normally be responsible for the investigation expresses a concern about his/her ability to be unbiased;

c. Because of some past experience or history, the complainant expresses a concern about the person who would normally be assigned to investigate.

### **Filing the Complaint Form (*Appendix A & B*)**

#### **The complaint:**

1. Shall be signed by the complainant;

2. Shall describe in detail the specific incident(s), occurrence(s), decision(s), and other factual matters believed to constitute unlawful discrimination, harassment, or retaliation;

3. Shall name as the respondent(s) the individual, department, committee, or other body whom the complainant believes to have engaged in prohibited behavior; and

4. Shall include a brief statement describing the resolution, relief, or action requested by the complainant;

5. May be written by either the complainant or someone else.

#### **A. Jurisdiction**

1. Jurisdiction under these procedures is met when:

a. The allegations of the complaint meet the definition of discrimination or harassment;

b. The complaint was timely filed; and

c. The complaint has complied with Section A.

2. The complaint shall be dismissed if the Unit director determines that the district does not have jurisdiction over the complaint.
3. Either party may request the Unit Director to reconsider the decision made. The complaining party may at any time pursue the matter through other state agencies or through the United States Office for Civil Rights.

### **C. Investigation**

1. The investigation, at a minimum, may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods including retrieval and review of documents deemed pertinent by the investigator.
2. In determining whether alleged conduct constitutes a violation of this policy, the investigation should consider the surrounding circumstances, the nature of the behavior, past incidents or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.
3. In addition, the Unit Director may take immediate steps to protect the complainant, students, teachers, administrators, or other school personnel pending completion of an investigation of alleged discrimination/harassment.
4. The investigation must be completed within 60 days, however; the Unit will attempt to do so within 30 days of the date the complaint was received by the Unit Director. If the complaint involves the Unit Director, the report may be filed directly with the Unit Board President.

### **D. Informal Resolution - A CRITICAL FIRST STEP**

Because of the personal and often embarrassing disclosures concomitant to making or responding to accusations of discrimination / harassment, the Unit strongly encourages complainants to attempt to resolve their complaint informally (in lieu of or before commencing formal proceedings). Informal resolutions may be attempted by taking one or more of the following steps. These steps are not, however, mandatory and would be handled by a building principal or a mutually agreed upon designee. Complaints would be handled within fifteen to twenty working days or school days, whichever would apply to the circumstance. Anyone believing that he/she has been subjected to discrimination / harassment or retaliation may choose instead to immediately commence formal internal complaint proceedings or to file a charge with the appropriate state enforcement agency, or the United States Office for Civil Rights.

1. The first attempts at resolution should be through the process of mediation.
2. Mediation is essential to this process, and every effort shall be made to resolve the complaint in this manner.
3. The complainant and respondent may be required to attend a mediation conference.
4. At the mediation conference, the complainant and respondent will be encouraged to explain their positions to one another, clarify any misunderstandings or misconceptions, which may have played a part in the matters complained of, and formulate a mutually acceptable resolution.
5. Mediation may begin at any time and may continue after the mediation conference until such time that a resolution is determined.

6. If the parties agree to an informal resolution, it shall be reduced to writing, signed by the parties, and forwarded to the Unit Director.

7. At such time as the Unit Director that the complainant's remedies have been provided or the issue has otherwise become moot, the Unit Director may dismiss the complaint.

### **E. Appeals**

1. The Unit Director's decision and/or reconsideration of a decision is considered final.

2. If the party is dissatisfied with the decision concerning an employment discrimination complaint, he/she has the right to file a charge with the Equal Employment Opportunity Enforcement agency.

3. West River Student Services acknowledges your right to file a discrimination complaint at any time with: U.S. Department of Education, Office for Civil Rights, Midwestern Division Chicago Office, 111 North Canal Street, Suite 1053, Chicago, Illinois 60606-7204

## **II. DISCIPLINARY ACTION**

Upon receipt of an investigation report which indicates that the complaint is valid, the Unit Director shall review the findings and recommendation(s) and confirm or determine the appropriate disciplinary action if the individual(s) against whom the complaint is filed is an employee. Disciplinary action shall be appropriate to the severity of the discrimination/harassment or retaliation and may include warning, suspension, resignation, or discharge.

If a substantiated complaint is filed against a student, the building principal and/or Unit Director shall determine the appropriate disciplinary action. Parents shall be notified consistent with policies dealing with discipline and due process procedures. Disciplinary action shall be appropriate to the severity of the discrimination/harassment or retaliation and may include warning, suspension, or expulsion.

The results of the investigation and the disciplinary action taken will be reported in writing to the complainant within ten working days following the receipt of the investigation report which validated the complaint.

## **III. REPRISAL**

The Unit will discipline any individual who retaliates or takes adverse action against any person who reports alleged discrimination/harassment or retaliation or who testifies, assists, or participates in an investigation relating to a complaint of discrimination/harassment or retaliation. The complainant or the individual(s) against whom the complaint is filed may appeal to the Unit Board of Directors if he or she believes they have not received fair treatment under this policy.

## **IV. PREVENTION**

It is important that all students and employees understand what constitutes discrimination, harassment or retaliation and their right to report unwelcome behavior. Supervisors should educate those within their building regarding this policy and should be watchful for behavior which fits the description of discrimination, harassment or retaliation. Employees who witness such behavior as a third party have a responsibility to report it.

## **V. NON-DISCRIMINATION/NON-HARASSMENT**

The Unit recognizes that not every advance or communication based on race, color, religion, sex, sexual orientation, national origin, mental or physical disability, age or status with respect to marriage or public



assistance, or status in any group protected by federal or state law constitutes discrimination, harassment or retaliation. Whether or not a particular action or incident results in a discriminatory/harassing or retaliation employment or classroom learning effect requires a determination based on all the facts and surrounding circumstances. False accusations of discrimination, harassment and/or retaliation can have a serious detrimental effect on innocent parties and may result in disciplinary action.

**B-220 CONFLICT OF INTEREST**

No employee with the West River Student Services Unit shall engage in or accept any outside activity that directly or indirectly conflicts with his/her duties and responsibilities. Outside activities that may conflict with the duties and responsibilities of employees include outside employment and/or college course work where an employee’s job performance or attendance is impaired.

1. All employees will be expected to fulfill all their contractual demands, which include:
  - A. Completing the expected work schedule as designated
  - B. Attending all required meetings - special education, staff meetings, in-services and other events.
  - C. If employment is with another school district, the employee’s first obligation will be to the West River Student Services Unit
2. Handling of missed work days or hours:
  - A. The employee has the right to use personal leave for any activity. If all personal days have been used, future absences that involve the ‘other’ employment will be subject to Loss of Pay.
  - B. If an employee misses a day of work due to a storm or natural cause involved with their second employer, the absences will be subject to Loss of Pay.
3. The employee will notify the Director of their intent to seek employment that might involve a conflict of duties.
4. The employee should make sure that he or she is appropriately covered with worker’s compensation and long term disability coverage in both employment settings.

**B-230 RESIGNATION OF PROFESSIONAL STAFF**

All contracted staff shall submit to the Director a written resignation immediately upon arriving at a decision to leave the Unit’s employment. The resignation shall indicate clearly the date upon which it is intended to be effective. Staff may be released from contracts based upon the needs of the unit and any one of the following conditions:

1. For reasons of personal health where a physician’s statement supports the request.

2. If a staff member's spouse is transferred to another city in connection with his/her occupation.
3. If serious illness or death in the immediate family requires a staff member's presence at home for an extended period of time.
4. If the services of the well-qualified replacement can be obtained.

***SECTION B-300 - KNOWLEDGE OF RESPONSIBILITIES AND AUTHORITY***

1. It shall be the duty of the Unit Director to inform professional staff concerning the rules, regulations, and policies of the Board.
2. Central office staff shall be directly responsible to the Special Education Director and to the West River Student Services Unit Board; in that order.

## ***SECTION B-400 - CONTRACTUAL PROVISIONS***

On or before May 15 of any year and not before March 1, Professional staff may be issued renewal contracts. Failure to accept an offer by an employee within 30 days will be deemed a rejection of such offer.

Grievance procedures will be utilized for individual contract concerns.

### **B-401 REDUCTION IN FORCE**

The West River Student Services Unit Board realizes that the possibility of declining enrollment, shift in services needed, and/or loss of revenue may occur. It is realistic to assume that reductions in staff may be necessary and will be made on the basis of what has the least detrimental effect on served students. The decision as to who will be released will be based on one or more of the following criteria:

- A. Contributions made to the served student, teaching profession, and the school districts within the Unit.
- B. Adaptability to other assignments.
- C. Academic and professional preparation beyond minimum certification requirements.
- D. Student education area(s).
- E. Effectiveness
- F. Leadership qualities
- G. Evidence of professional growth

When staff members are judged to be similarly qualified and significant differences in length of full time Unit service exists, consideration may be given to the staff member with the longest special education unit services.

Recommendations for termination under this policy shall be made by the Director for action by the Unit Board. A conference will be held between employee and the administration prior to any Board action. Notification of contemplated nonrenewal for credentialed staff will follow North Dakota Century School Code. Staff members who have lost their positions due to this policy may request and be given consideration for re-employment if a vacancy for which they are qualified should occur within 15 months of notification of nonrenewal.

It shall be the sole responsibility of the nonrenewal staff to provide the Unit with a current address. Any staff that is offered reemployment and fails to accept the contract within 15 calendar days is deemed to have rejected the offer.

**B-410**      **ABSENCES**

When the Special Education professional is absent, the programs for served students are likely to suffer. Therefore, the Board believes that when professionals agree to employment for specified contractual days, the only interruption of this commitment must be justified in terms of the unusual or unexpected need to be absent.

**B-411**      **PERSONAL LEAVE**    (*Appendix C*)

Personal leave will be credited for 4 days per year. Staff members may opt to accumulate their personal leave to a maximum of 6 days. After an accumulation of 6 days, a payment for each unused personal day (maximum of \$200 for 4 days) is available. Request for personnel leave should be made by the staff member three days in advance of the date to be missed, except in the case of an emergency.

**B-412**      **PROFESSIONAL LEAVE**    (*Appendix C*)

1. Professional leave may be granted to Unit personnel with all or a portion of the expenses covered by the Unit.
2. Requests 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. Budget limitations, and length of time requested will be factors in the approval process.

**B-413**      **FULL YEAR LEAVE OF ABSENCE**

Full time professional staff, having 5 or more years of continuous experience with the West River Student Services Unit, may be eligible to apply for a one-year unpaid leave of absence.

Any staff member requesting leave of absence shall submit the request in writing to the Director by March 15 prior to the year of requested leave. The Director will make a recommendation to the Unit Board for final action on such request, the granting or denial of which shall be at the sole discretion of the Unit Board. Action shall be taken no later than May 15.

Approval will be granted only if a satisfactory certified replacement can be found by the Director.

Staff on leave will be assured of a position in the Unit central office at the conclusion of the leave, provided written notice of intent to return is received by the Director no later than April 1 of the calendar year in which said leave is to be completed. Failure to submit written notice of intent to return, on or before April 1, shall be deemed to be voluntary resignation and waiver of right to re-employment.

Sick leave, personal leave and experience increments will not accumulate during the year's leave of absence.

Staff on leave may continue as a participant in Employer Group Insurance Plans provided all premiums, beginning with the anniversary date of said plan and continuing for a period of 12 months thereafter, be paid in full by the staff member. This provision must also meet the approval of the insurance company involved in the coverage.

The Unit Board reserves the right to give consideration to any other requests for leave of absence.

#### **B-414**      **SICK LEAVE**      (*Appendix C*)

Full time staff members with the West River Student Service Unit will receive 12 days sick leave per year cumulative to 90 days. Part time staff members will receive a pro-rated number of these sick days.

A staff member who has accumulated 90 sick days will be reimbursed at the beginning of each academic year \$50 for each unused sick leave day over the total of 90 days.

Upon the board receiving a written notice of separation (prior to March 15<sup>th</sup> of a current contract year), a staff member, with a minimum of five years of service, will be compensated \$50 per day for unused sick leave.

If the Board terminates a staff member for just cause, no payment is to be made.

Absence for the staff member's own illness or disability (to include doctor and dental appointments) will be charged against his/her cumulative sick leave. The Director has the right at his/her discretion to request medical certification as a pre-requisite for awarding of sick leave. In the event of such a request, sufficient medical evidence must be provided to the Director indicating the nature and potential length of the disabling condition through a physician's statement verifying that the employee is unable to carry out his/her duties.

During any calendar school year a staff member may use a maximum of 5 sick days if father, mother, husband, wife, daughter or son is ill.

A staff member's own illness or disability under this policy will be defined as "state or condition which will not allow said staff member to perform his or her normal required duties as an employed staff member".

#### **B-415**      **JURY LEAVE**

Employees of the West River Student Services Unit may be subject to jury duty. When Unit personnel are required to serve on juries, thus taking them away from their regularly assigned duties, their regular salary will continue to be paid, but deductions of the amount earned as a juror will be made from regular Unit paychecks.

#### **BENEFIT**      **B-416 PERSONNEL WHO SEEK PUBLIC OFFICE**

All persons should be free to seek public office. However, where an employee of the Unit seeks public office, he/she must realize that he/she has certain duties and obligations to the Unit.

Therefore, the following regulations have been adopted:

1. That provision can be made for satisfactory replacement during period of absence, and that the period of absence be as specific as possible.
2. To require that adequate notice be given to the Board prior to public announcement.
3. That working time shall not be infringed upon.
4. That there be complete abstinence of political activity during work hours.
5. Salary and benefit deductions shall be made during the period while the employee is carrying out the

obligations of the elected office.

**B-417**      **BEREVEMENT LEAVE**      (*Appendix C*)

A West River Student Services Unit staff member may be granted up to 3 noncumulative days funeral leave per year. If more than 3 days are needed, Board approval must be obtained.

**B-418**      **EMERGENCY LEAVE**      (*Appendix C*)

West River Student Services Unit staff members may be granted up to 3 noncumulative day's emergency leave per year at the discretion of the Director. If more than 3 days are needed, Board approval must be obtained.

**B-419**      **MATERNITY LEAVE**

A staff member will notify the Director of their desire to utilize sick leave 90 days prior to the date the leave is to begin. An exception to this case is an emergency.

30 contract days will be allowed for maternity leave and beyond 30 days, a doctor's statement will be required for the granting of any additional days.

All or part of the leave will be charged to the staff member's available sick leave and/or other leave granted by the contract (i.e., personal leave), after the sick leave time has been used up, the staff member will be considered on leave of absence without pay.

**B-420**                    **PAYMENT OF SALARY/ADMINISTRATIVE REGULATION**

1. Employees shall receive their salary on the 20th of each month; however, if the 20th falls on a non-working day, employees shall receive their salary on the last working day prior to the 20th.
2. The salary shall be paid in twelve installments.
3. Employee benefits and payroll deductions shall remain in effect for twelve months.
4. No changes in payroll deductions or fringe benefits shall be made after September 20

All monies due retiring or resigning personnel may be paid at the conclusion of the contract period.

The WRSS Director has the authority to modify an employee's work schedule and work day to ensure that the needs of WRSS member schools and students are adequately met. Any such modifications must be pre-approved by the Director.

**B-421**                    **EXPENSE REIMBURSEMENT**     (*Appendix D*)

In the course of carrying out duties within the West River Student Services Unit, professional staff will be reimbursed costs not to exceed state rates for meals and then, only, if a school lunch program is unavailable.

Professional employees who are authorized to travel in performance of some duty, outside the Unit, may be reimbursed at state rates. Authorization for such travel reimbursement must be obtained from the Director prior to incurring such expenses.

**B-430**                    **RETIREMENT**

Staff members who qualify shall participate in the Teachers' Fund for Retirement or the North Dakota Public Employee Retirement System which provides for the payment of benefits to its professional staff members or to their beneficiaries thereby enabling the employees to care for themselves and their dependents.



**B-440**      **MEDICAL INSURANCE**

1. Employees will be offered coverage in accordance with the Unit's current health insurance contract provisions. The Unit Board will review the health insurance plan design.

2. The following special provisions apply to the group insurance program:

- a.      Employees whose employment continues from year to year will be provided with health insurance on a twelve-month basis.
- b.      Employees who terminate employment will be provided with health insurance protection to the end of the month of termination.
- c.      Any employee receiving an approved leave of absence from the unit may continue in the group insurance plan for the duration of the absence by paying his/her own premium to the Unit (COBRA regulations apply).

**B-450**      **LONG TERM DISABILITY INSURANCE**

Employees working 50% or more will be offered a long-term disability insurance plan at Board expense based on the current disability plan structure.

**B-460**      **LIFE INSURANCE**

Employees working shall be provided with group term life insurance.

**B-470**      **403b PLAN**

The West River Student Services Unit will cooperate with employees wishing to participate in 403(b) plan in accordance with legal limitations and the Unit's process.

**TAX DEFERRED INVESTMENTS (403)(b)**

In accordance with the current Federal Internal Revenue Code, the West River Student Services Unit authorizes regular, permanent employees to apply annually to the district for the purchase of qualified tax deferred investments on their behalf in accordance with current applicable administrative regulations.

Tax deferred investments are designed to provide employees of qualified organizations with the opportunity to defer a portion of their taxable income obligation during higher earnings

years to a period of time, normally during retirement, when total taxable income is less and personal exemptions are higher. The result of transferring the amount of taxable income from higher earnings years to retirement years normally reduces the tax rate which then applies to such income.

Deferred means that no state or federal income tax is withheld or required to be paid on that part of the annual salary currently used to purchase the contract. Taxation of the contract value does not occur until the period of withdrawal, normally during retirement. Deductions for Social Security and retirement do, however, apply to the total gross pay including the contract contribution, at the time of original earnings. Restrictions apply as to maximum amounts of annual income that can be used to purchase such tax deferred contracts.

The tax deferred investment program shall be the choice of the individual employee. Companies participating for the first time will be required to submit at least three signed contracts to enter the program. Provided a company has been allowed to enroll employees in their program, the participation shall continue even though the enrollment may fall below two provided that at least one contract remains current with the Unit.

The Unit assumes no liability for the eligible tax exempt status of the contract deduction either in whole or in part. The participating company shall be responsible directly to the individual employee for the proper identification and reporting of any portion of the monthly deduction which does not qualify for tax exemption status. Companies participating in the program must sign a Tax Deferred Investment Hold Harmless Agreement (*Appendix E*), and provide copies of the plan documents which formally describe the contract.

## **TAX DEFERRED INVESTMENTS (403)(b)**

The tax deferred investment program for Unit employees is administered under the following guidelines:

- A. Employees may request to allocate a portion of their earnings for the purchase of an individual and voluntary tax deferred retirement income contract through payroll deduction.
- B. The contract must subsequently be applied for and legally purchased by the Unit. An application form must bear the authorizing signature of the requesting employee and indicate the firm from which the contract is to be purchased as well as the amount to be deducted from the employee's earnings per pay period.
- C. The employee shall actually own such contract and his/her rights there under shall not be forfeited except for failure to pay contributions.
- D. New applications, adjustments and requests to terminate existing agreements must be received in the Central Office seven working days prior to the affected pay date. Deductions will continue on a regular basis for the remainder of the deduction period. Unless otherwise notified, all agreements will be automatically renewed for subsequent years under the same terms.
- E. The Unit assumes no liability whatsoever for any errors, irregularities or breach of statutes in which employees may become involved through any understandings or commitments with the participating company or its representatives.

**STAFF EVALUATIONS****PURPOSE**

- A. To provide structured and informal opportunities for administrators, and Special Education professionals to objectively consider and evaluate the effectiveness and the contribution of the staff member to the Unit. It is the belief of the Board and Director that these evaluations provide the best opportunity for a staff member to learn one's strengths and possible challenges and to improve in effectiveness.
- B. To aid in planning programs of in-service training for all Special Education staff members and to identify areas in which Special Education professionals need individual assistance and support.
- C. To encourage Special Education staff to constantly self-evaluate their teaching effectiveness in accordance with evaluation criteria.
- D. To provide an objective means by which recommendations may be made to the Board regarding the employment status of the staff member and to provide data for reports, studies, and recommendations as needed.

The following policy and schedule will be used for evaluating personnel. NEW STAFF

A new staff member is defined as a certified professional employed with the Unit for less than 3 complete school years.

1. All new staff members will have a written evaluation at least twice each year.
2. The first evaluation will be completed by December 15 and in written form and on file in the Director's office.
3. The second evaluation will be completed by March 1 and on file by March 15 in the Director's office.

LEGAL REF.: N.D.C.S.C. 15.1-15-01

**EXPERIENCED STAFF**

An experienced professional staff is defined as a certified professional, employed by the Unit for 3 or more school years.

All experienced professional staff will have a written evaluation each year completed on or before March 15.

LEGAL REF.: N.D.C.S.C. 15.1-15-01

## ADDITIONAL EVALUATION

The Director may make any additional evaluations of any professional staff member regardless of the number of years employed with the West River Student Services Unit if the member's performance is deemed unsatisfactory or additional help and guidance are warranted.

LEGAL REF.: N.D.C.S.C. 15.1-15-01

**B-490**

## PERSONNEL RECORDS

The Director shall keep a personnel folder for each Unit employee. The folder shall contain such information as is required by law and shall include performance evaluations and a record of access to include the date of review and the identity of persons reviewing the file.

Employment references should be returned to the author, if requested, or destroyed immediately following employment.

These folders shall be maintained in Unit central office and shall be made available during office hours for review by members of the public under the following procedures:

1. The person requesting to see the personnel file shall make the request in writing to the Director. Written requests shall become part of the file.
2. The Director shall make an appointment for the person to see the file within two business days after receiving the written request.
3. The Director or other assigned designee shall be present during the review of the file.
4. Copies of any documents in the file will be made upon request and at a reasonable charge to the person requesting them. The charge may include the cost of materials, use of the equipment, and labor for making the copies but not time spent in locating the file. The cost of mailing may also be included in the charge if the copy is to be mailed. This charge shall be applied uniformly and without discrimination.
5. The employee shall be notified that the file will be reviewed or has been reviewed. Employees are encouraged to be present at the review.
6. The Director may seek legal advice on matters pertaining to the review but access may not be unreasonably delayed.

LEGAL REF: N.D.C.S.C. 15.1-17

**EMPLOYEE GRIEVANCE**

*Employee Grievance* is an allegation by an employee that they have been subject to a personal loss, injury, or inconvenience because of a violation, misinterpretation, or misapplication of a specific article, section, or paragraph of the WRSS Employee Guidebook, the employee's individual contract/work agreement, or applicable federal/state law. If an employee has a concern that cannot be categorized as above, the employee may consider filing a Complaint Report or Harassment Claim as provided in Appendix A and Appendix B of the WRSS Employee Guidebook.

**The following procedure shall be strictly adhered to. No action will be taken at any level until this procedure has been followed as prescribed.**

The West River Student Services Unit Board recognizes the need for open communication amongst WRSS Employees at all levels. To ensure that Employees may have their questions and concerns heard, the WRSS Unit Board provides the following procedure:

1. The Employee shall first informally discuss his/her concerns with the Director to attempt to resolve the situation.
2. If an agreement cannot be reached informally and the Employee wishes to proceed, the Employee must present the concern to the Director **in writing**. Correspondence must include the date that informal discussion occurred in step 1.
3. The Director will review the Employee's concern. The Director will render a decision based on the information given using his/her best judgment. This decision will be given to the Employee, **in writing**, within 7 calendar days.
4. If the Employee is dissatisfied with the decision of the Director and wishes to proceed, the Employee must submit a **written request** to appear before the WRSS Executive Board within 7 calendar days of receiving the Director's written decision. The Executive Board shall:
  - a. Call an Executive Board meeting and invite the Employee and Director to the meeting within 7 calendar days
  - b. Review all previously described written correspondence between the Employee and the Director
  - c. Allow the Employee to speak directly to the Executive Board
  - d. Allow the Director to speak directly to the Executive Board
  - e. Render a decision, in writing, within 7 calendar days to the Employee and Director
5. If the Employee or Director is dissatisfied with the decision of the Executive Board and either wishes to proceed, the Employee or Director must submit a **written request** to appear before the entire WRSS Unit Board within 7 calendar days of receiving the written decision of the Executive Board. The WRSS Unit Board shall:
  - a. Call a meeting and invite the Employee and Director to the meeting within 7 days of receiving the request
  - b. Review all previously described written correspondence between the Employee and the Director and Executive Board
  - c. Allow the Employee to speak directly to the WRSS Unit Board
  - d. Allow the Director to speak directly to the WRSS Unit Board
  - e. Render a decision, in writing, within 7 calendar days to the Employee and Director
  - f. The Decision of WRSS Unit Board shall be final.

***SECTION B-500 - RESPONSIBILITIES OF ITINERANT STAFF***

Special Education teachers, (itinerant staff) hired through the Unit shall be responsible for the care, discipline, and instruction of students while under their supervision. Itinerant staff hired through the Unit will follow the assigned school district's and unit policies and procedures as they relate to teaching and the supervision of students.

## ***SECTION C-100 - UNIT PROPERTIES***

### **C-110        DEFINITION**

1. All buildings, grounds and property owned or leased by the West River Student Services Unit shall be deemed as Unit property by these rules and regulations.
2. Any item of equipment or personal property donated to the Unit in general shall be considered as Unit property. No such gift may be accepted by any individual in the name of the Unit without the understanding that the gift is unconditional and that the title for such property may be sold or replaced without obligation to the donor.

### **C-120        GIFTS TO UNIT**

The Director of Special Education on behalf of the Board is authorized to accept gifts for the Unit. The Director shall report such acceptance to the Board which shall officially acknowledge the gifts and thank the donors.

In instances where the Director of Special Education doubts the appropriateness or usefulness of a gift, he shall refer the offer to the Board for its decision.

### **C-130        PURCHASES**

Any material(s) and/or equipment purchased for or by central office personnel must be approved by the Director of Special Education.

### **C-140        INVENTORY**

The West River Student Services Unit central office will maintain a copy of their current inventory at the Central office. A copy will be made available to any board member upon written request.



## ***SECTION C-200 - EMERGENCY CLOSING***

The West River Student Services Director may close the Central Office in event of hazardous weather, epidemics, or other emergencies which threaten the safety or health of the staff members. The Director shall take such action only after consultation with knowledgeable authorities.

## ***SECTION C-300 - TOBACCO/ALCOHOL USE***

The use of tobacco products and alcohol consumption are prohibited in Unit facilities and vehicles.

All individuals share in the responsibility for adhering to and enforcing this policy. Any individual who observes a violation in the Unit facilities or vehicles may report it to the Director for appropriate action.

A violation of this policy may be sufficient grounds for dismissal.

### **C-310                    BACKGROUND CHECKS-PRE EMPLOYMENT**

Each applicant for a position within the West River Student Services Unit shall be asked whether he/she has ever been convicted of a felony and whether there are any criminal charges pending against him/her at the time of application. Each person hired by the unit shall be required to submit to local and national criminal record checks.

### **C-320                    PATRON COMPLAINTS**

The West River Student Services Unit welcomes the advice of parents and citizens on ways in which school services to students can be improved. The Board expects district employees to offer prompt, considerate and consistent treatment of all citizen concerns.

Individual Board members have no authority to resolve complaints and the Board, as a whole, believes that patron complaints should be resolved at the lowest level of authority possible. Therefore, whenever a complaint is made to an individual Board member or the Board as a whole, it will be referred to administration for investigation at the lowest level of authority possible.

Concerns relating to an individual classroom should first be brought to the attention of the teacher involved. Concerns relating to a particular school should be brought to the attention of the building principal. Concerns involving special areas such as transportation, food service, special education, etc. should be brought to the attention of the administrator who has responsibility for that program. The Director's office can direct callers to the appropriate person to respond to a specific complaint if the complainant is not sure who to contact.

If a complaint is not addressed in a timely manner or if the complainant is not satisfied with the disposition of the complaint, the complainant may appeal to a higher level. Timeliness is generally defined as two weeks. Special circumstances may require extending that time period on occasion. An appeal should be in writing and include:

- The date
- The name, address and telephone number of the person making the complaint
- The name of the building, unit or individual the complaint is about
- A detailed description of the complaint including specific facts and timelines
- The resolution requested by the complainant
- Steps taken previously in an attempt to resolve the complaint, and
- The signature of the person making the complaint

The Director will investigate the complaint and respond in writing to the complainant in a timely manner. If the

complainant is not satisfied with the decision of the Director, a complainant may submit an appeal to the Unit Board including all paperwork from previous levels and the written decision of the Director. The Unit Board is generally the final source of appeal unless the complaint involves an issue addressed in a policy that prescribes an alternative process for resolution. Citizens are always welcome to address the Board during the "Audience Recognition" portion of each regular meeting.

## ***SECTION C-400 - DRUG FREE WORKPLACE***

It is the policy of the West River Student Services Unit that the unlawful manufacture, distribution, dispersion, possession or use of a controlled substance in the workplace is prohibited. Any employee violating this policy will be subject to discipline up to and including termination.

The West River Student Services Unit does not differentiate between drug users and drug pushers or sellers. Any employee who unlawfully gives or in any way transfers a controlled substance to another persons or sells or manufactures or unlawfully uses a controlled substance while on the job, in the workplace, or at a site at which the agencies' work is performed will be subject to discipline up to and including termination.

The term "controlled substance" means any drug listed in 21 U.S.C. 812 and other federal regulations. Generally, these are drugs which have a high potential for abuse. Such drugs include, but are not limited to, heroin, marijuana, cocaine, PCP, and "crack". They also include "legal drugs" which are not prescribed by a licensed physician.

Each employee is required to inform the Director of the West River Student Services Unit within 5 days after he or she is convicted for violation of any federal or state criminal drug statute where such violation occurred in the workplace. A conviction means a finding of guilt, including a plea of guilty or of nolo contendere, or the imposition of a sentence by a judge or jury in any federal or state court.

The Director of the West River Student Services Unit must notify the U.S. Government Agency with which a grant has been made within 10 days after receiving notice from the employee or otherwise receives actual notice of such a conviction.

If any employee is convicted of violating any criminal drug statute while in the workplace, he or she will be subject to discipline up to and including termination. Alternatively, the employee may be required to successfully complete a drug abuse program sponsored by an approved private or governmental institution at his/her own expense.

As a condition of further employment on any federal government grant, all employees are required to abide by this policy.

## ***SECTION D-100 - CHILD ABUSE AND NEGLECT***

North Dakota law mandates that school teachers, counselors, and administrators report suspected cases of abuse or neglect relative to a child coming before them while in their official capacity. (NDCC 50-25.1)

It shall be the policy of the West River Student Services Unit that all employees shall cooperate in fulfillment of the Child Abuse and Neglect Reporting Act.

The following are guidelines for personnel to use in reporting cases of child abuse. Procedure

Notification to the appropriate County Board of North Dakota will be made as soon as possible. The report may be oral or written. A written report shall follow within 48 hours of any report made orally.

Written reports (SFN 960) should be signed by the person making the report. A supply of these forms is maintained in the central office.

The original should be sent to the appropriate County Social Services Board with a copy retained by the initiator. This copy should be maintained in a secured location.

In order to protect the child, it is recommended that any contact with the parents or guardian of the child should originate with the division of social services.

In an emergency or critical situation, the protection of the child from further harm is paramount. In these situations, the law enforcement officials should be called in to protect the child. The report then becomes a secondary consideration.

## ***SECTION D-200 - MEDICATIONS***

The West River Student Services Unit staff will follow each school district's written policies concerning administration of prescribed medication.

## ***SECTION D-300 - INFECTIOUS DISEASES***

The West River Student Services Unit has incorporated the following recommendations for employees to assist in preventing significant infectious diseases.

Secretions and excretions include: blood, breast milk, feces, saliva, semen, sweat, tears, urine and vomit. Several steps to prevent transmission of infectious agents (protozoa, bacteria, fungi and viruses, responsible for such diseases as giardiasis, pneumonia, athlete's foot, cytomegalovirus, hepatitis B and AIDS) when dealing with the secretions and excretions listed above include:

1. If a staff member assists a student suffering from a bloody nose or wound of some type, wear disposable gloves, clean off the blood with paper towel, gauze or rags, which will be destroyed, cleanse the exposed skin with an appropriate antiseptic (e.g., alcohol, iodine, etc.) apply a leak-proof dressing if appropriate, and wash hands as outlined.
2. Clean (wipe, mop, scoop, absorb, etc.) up the secretion/excretion with disposable paper towels or rags.
3. Disinfect (sanitize) the surfaces soiled using germicides labeled as mycobactericidal at the indicated dilutions: if the surface is cleanable by household bleach, use a 1 to 10 (10 percent ) to 1 to 100 (1 percent) solution; for surfaces which would be ruined by bleach (i.e., carpet) use an agent labeled as mycobactericidal that will not ruin the surface; in addition, a hot shampoo treatment and drying are recommended after the mycobactericidal treatment.
4. Using double plastic bags, contain, transport, and dispose of the cleaning materials and secretions/excretions involved per standard guidelines for garbage disposal.
5. At the conclusion of the cleaning and disinfection process, even though gloves were worn, wash hands thoroughly using soap, water and vigorous rubbing for at least 15 to 30 seconds; dry hands with paper towel and using the paper towel to shut off the water supply.

Following these guidelines will effectively reduce the transmission of infectious agents and inhibit the subsequent development of disease when dealing with secretion/excretion in the home, school or work environment.

Recommendations from the North Dakota Department of Health.

## ***SECTION E-100 -CONFIDENTIALITY***

The West River Student Services Unit affirms the policy of confidentiality of any personally identifiable information collected, used, or maintained under IDEA Part B. The Unit adheres to state guidelines, laws, policies, and regulations for special education.

If a complaint is filed against an employee, disciplinary action shall be appropriate to the severity and may include warning, suspension, resignation, or discharge.



(Appendix A)  
**West River Student Services**

**COMPLAINT REPORT FORM**

**Complainant:** \_\_\_\_\_ **Student/ or Employee**  
**(circle)**

**Address:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Affiliated School:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Summary of the Alleged Complaint/Conduct**

1. Date(s) on which alleged conduct occurred:
2. Names of witnesses (please specify whether employee, student, or other):
3. Describe in detail (include where and when) the specific incident(s) that are the basis of this complaint. Include verbal statements (e.g. threats, demands), or physical threats that are relevant. (Use additional sheets if needed.)
  
4. Suggestion for remediation:

**CERTIFICATION**

I certify that the statements made in this complaint are true and accurate, and that I have read and understand the statements made in the acknowledgments section of the complaint.

---

Signature of Complainant

---

Date



(Appendix B)

## West River Student Services



### HARASSMENT CLAIM FORM

The West River Student Services Unit maintains a firm policy prohibiting all forms of discrimination based on race, color, religion, sex, sexual orientation, national origin, age, disability, or status in any group protected by federal, state or local law. Harassment against students or employees will not be tolerated under any circumstances.

#### Grievant Information

Complainant \_\_\_\_\_ Student \_\_\_\_ Employee \_\_\_\_

Home Address \_\_\_\_\_

Phone \_\_\_\_\_

School \_\_\_\_\_

#### Discrimination Alleged (check all that apply)

Race                       Religion             Verbal             Sexual Harassment  
 Color                       Disability         Physical         Retaliation  
 National Origin     Age                 Visual  
 Sexual Orientation  Sex  
 Marital Status       Familial Status

#### Summary of the Alleged Complaint

1. Date on which alleged conduct first occurred:
2. Date on which alleged conduct most recently occurred:
3. Names of witnesses (please specify whether employee, student, or other):

4. Name of person(s) who engaged in discrimination (respondent), if the alleged harassment was toward another person, identify that person:

5. Describe in detail (include where and when) the specific incidents, occurrences, decisions, and other factual matters believed to constitute unlawful discrimination, harassment, or retaliation, including what force if any, was used; any verbal statements (e.g. threats, demands, requests); what if any physical contact was involved (use additional sheets if needed):

6. Harm caused:

7. I request the following action be taken:

## **ACKNOWLEDGMENTS**

I understand the following:

1. I have the right to be free of retaliation for filing this grievance. I agree to report any conduct which I believe is motivated by retaliation for filing this complaint. I understand, however, that if this statement contains accusations which I know are false, I may be subject to disciplinary action within the district and/or external legal action from those I have falsely accused.

2. The Unit will try to protect my identity from public exposure. The respondent, however, will be given a copy of this grievance in order to have an opportunity to respond to it.

3. I may have the right to file a complaint with civil rights agencies or to file legal actions in a court of law.

4. I understand that the investigating personnel are advocates for neither the grievant nor the respondent. Their responsibility is to investigate complaints from a neutral position to determine whether violations of the district's discrimination and harassment policy have occurred.

**CERTIFICATION**

I certify that the statements made in this grievance are true and accurate, and that I have read and understand the statements made in the acknowledgments section of the grievance.

---

Signature of Grievant

---

Date

(Appendix C)  
**West River Student Services**



**LEAVE REQUEST**

Staff Member: \_\_\_\_\_ Date: \_\_\_\_\_

Date(s) of Requested Leave: \_\_\_\_\_

Reason for Requested Leave: \_\_\_\_\_

The above requested leave will be assessed to:

- Personal Leave
- Sick Leave
- Professional Leave
- Emergency Leave
- Bereavement Leave
- Other Request
- Unexcused (No Pay)

\_\_\_\_\_  
Staff Member's Signature

\_\_\_\_\_  
Director's Approval

***After this request:***

Personal Leave Available \_\_\_\_\_

Sick Leave Available \_\_\_\_\_

Emergency/ Bereavement Leave Available \_\_\_\_\_

\_\_\_\_\_  
Date

**Request for leave should be made by the staff member three (3) days in advance *except* in the case of an emergency leave(s).**

(Appendix D)  
**West River Student Services**



**Expense Reimbursement**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

<u>DATE</u>	<u>PURPOSE</u>	<u>MEALS/LODGING/MILEAGE/MISC.</u>	<u>TOTAL</u>
<b>TOTAL:</b>			

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Travel Reimbursement Policy: Current State rates are used for reimbursement of allowable expenses.**



(Appendix E)  
**West River Student Services**

**TAX DEFERRED INVESTMENT HOLD HARMLESS AGREEMENT**

WHEREAS, the West River Student Services Unit wishes to make available to its employees the provisions of Public Law 87-370, the United States Internal Revenue Code Section 403(b), as amended; and

WHEREAS, the company designated below has offered to provide tax deferred investments complying with federal and state law for eligible employees of West River Student Services Unit wishing to have such contracts purchased for them by the West River Student Services Unit.

IT IS AGREED AS FOLLOWS:

1. The company shall provide for purchase by West River Student Services Unit for its employees only, investments complying with the provisions of Public Law 87-370, Section 403(b) of the United States Internal Revenue Code, as amended, and any other pertinent present or future federal or state law. Such contracts shall be available for purchase by the West River Student Services Unit for legally eligible employees electing to participate.

The company reserves the right, upon thirty (30) days' written notice to Unit to terminate this Agreement, but such termination shall not affect any liability of the company incurred prior to such termination.

2. The company, its agents and representatives shall comply with all pertinent written directives regarding the solicitation of employees of the unit and the purchase of Tax Deferred Investments.
3. The company shall hold harmless and indemnify the West River Student Services Unit and its officers and employees from every claim and demand, including those based upon negligence of the unit and its officers and employees which may be made by reason of the purchase of such contracts by the unit from the company.

The company shall, at its own cost, expense and risk, defend any legal proceedings that may be brought against the West River Student Services Unit from the company, and shall satisfy any judgment that may be rendered against any of them. The West River Student Services Unit shall promptly notify the company upon the receipt of any such claim or demand.

4. Contributions for the purchase of such contracts shall be sent to the company at the most recent billing address designated in writing by the company.

5. This agreement supersedes and replaces any and all prior agreements of the company regarding the purchase of Tax Deferred Investments by the West River Student Services Unit.

Date: \_\_\_\_\_

Company: \_\_\_\_\_

By: Authorized Officer and Title \_\_\_\_\_

