

Edenton-Chowan Board of Education

New Board Policies

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2600 RELATIONSHIP WITH LAW ENFORCEMENT

The board recognizes the importance of law enforcement authorities in providing safe schools. The board desires an effective working relationship with law enforcement. To this end, the superintendent and principals are expected to communicate the needs of the schools and work with law enforcement officials in developing joint programs and in establishing protocols for handling situations in which the assistance of law enforcement is helpful or necessary. The superintendent shall establish procedures for school contacts with law enforcement agencies.

The superintendent shall ensure that local law enforcement have schematic diagrams, including digital schematic diagrams, of all school facilities and provide them updates of the schematic diagrams when the school system makes substantial facility modifications, such as the addition of new facilities or modifications to doors or windows. The superintendent shall also provide local law enforcement with emergency access to key storage devices for all school buildings and with updated access to school building key storage devices when changes are made to the devices.

School resource officers will be assigned duties as specified in a written understanding between the law enforcement agency and the school system.

Law enforcement officials, including school resource officers, should not initiate administrative investigations, including investigations to determine whether student behavior policies have been violated, but may be used to assist school officials in such investigations for safety or other reasons as determined necessary by the principal or designee. Law enforcement officials will be contacted to report possible criminal conduct on school premises or at school-sponsored activities. However, school officials will independently investigate violations of school rules or board policies even if such violations may also involve criminal behavior.

School administrators and employees are expected to cooperate in criminal investigations but should attempt to do so in a way that minimizes disruptions to the educational environment.

Visits by probation officers to students during the school day must be in accordance with policy 2100, Visitors to the Schools.

Legal References: G.S. 115C-36, -47, -105.53

Cross References: School Safety (policy 6310), Search and Seizure (policy 4240), Visitors to Schools (policy 2100)

Adopted:

5265 RETURN TO WORK

The board supports the practice of bringing employees back to work after a work-related injury or illness as soon as they are medically able in order to enhance the employees' recovery while minimizing the impact of work-related injuries on school system operations.

The superintendent is directed to establish a return to work program that is consistent with federal and state law, board policy, and State Board of Education requirements. The objectives of the program will be to:

1. assist employees who are recovering from a work-related temporary injury or illness to safely return to full duty without restrictions at the earliest possible time;
2. assist recovering employees who have temporary work restrictions to return to a temporary, time-limited transitional work assignment of modified or alternate duties approved by the authorized health care provider, when practicable and in the best interests of the school system to do so;
3. assist employees with permanent work restrictions to find suitable employment; and
4. maintain close communication, coordination, and cooperation between the employee, school system representatives, and others working to expedite the employee's recovery and return to work.

The superintendent shall provide specific procedures to guide all employees in carrying out the return-to-work program. All supervisory employees are expected to fully comply with the program procedures and to assist in meeting the program's objectives. Employees experiencing work-related injuries or illnesses shall fulfill all responsibilities assigned to them under the return-to-work program and shall fully comply with the applicable requirements of the North Carolina Workers Compensation Act.

If an employee refuses an approved transitional duty assignment or other suitable employment offered under this policy or under the return-to-work program required by this policy, the superintendent or designee shall direct the workers' compensation administrator to apply to terminate the employee's workers' compensation benefit payments in accordance with the North Carolina Workers' Compensation Act. In addition, the employee will be subject to disciplinary action to the extent consistent with law.

This policy and any procedures developed by the superintendent to implement this policy are not intended to, and do not, confer any additional employment rights on any employee, including any right to a transitional duty assignment, nor will they be construed as recognition by the school system that any employee who participates in

the return-to-work program has a disability as defined by the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, or the North Carolina Persons with Disabilities Protection Act.

Legal References: Americans with Disabilities Act of 1990, 42 U.S.C. 12101 *et seq.*, 28 C.F.R. art 35; Family and Medical Leave Act of 1993, 29 U.S.C. 2601 *et seq.*, 29 C.F.R. Part 825; Rehabilitation Act of 1973, 29 U.S.C. 701 *et seq.*, 34 C.F.R. Part 104; North Carolina Persons with Disabilities Protection Act, G.S. ch. 168A; North Carolina Workers' Compensation Act, G.S. 97, art. 1; 115C-12(43), -337; State Board of Education Policy TCS-Q-001

Adopted:

5525 SUPERINTENDENT CONTRACT

The board recognizes the importance of establishing a clear contractual relationship with the superintendent. The board, upon selection of a candidate or upon reappointment of the incumbent superintendent, will enter into an explicit contractual agreement with the superintendent that meets, at a minimum, the requirements of state law. The contract will be voted upon by the board in open session at a duly called meeting after the members of the board have had an opportunity to review the final written document. If the contract is approved, the open session minutes of the board will reflect that the board voted to approve the contract and will include the executed written document as an attachment.

Any subsequent revisions to or extensions of the superintendent's contract, including any additional compensation, will likewise be voted upon by the board in open session at a duly called meeting of the board after the board members have had an opportunity to review the written amended document. If amendments to the contract are approved, the open session minutes of the board will reflect that the board voted to approve the amendments and will include the executed written document as an attachment.

The terms of the contract between the board and the superintendent will include general responsibilities, professional activities, evaluations, salary, vacation, and leave arrangements, and other benefits. The contract also may specify performance expectations, including expectations related to board goals and objectives and State Board standards for student success. The superintendent's contract, as well as any amendments, will be signed by the board chair and vice chair on behalf of the board and must be pre-audited by the finance officer.

In the event that the superintendent's contract is terminated, the board will take appropriate and necessary action to help ensure the continuous smooth operation of the school system.

Legal References: G.S. 115C-47(13), -47(15), and -47(16), -271 to -275

Cross References: Policy 1310, School Board Superintendent Relations; 5500, Superintendent; 5510, Evaluation of Superintendent

Adopted:

5530 DEPUTY/ASSOCIATE/ASSISTANT SUPERINTENDENT CONTRACTS

The board recognizes the importance of establishing a clear contractual relationship with its deputy/associate/assistant superintendents. The board, upon the recommendation of the superintendent, may choose to elect deputy/associate/assistant superintendents. Any individuals hired into these positions will be hired pursuant to an explicit written contractual agreement that meets the requirements of state law. Any such contract will be voted upon by the board in open session at a duly called meeting after the members of the board have had an opportunity to review the final written document. If the contract is approved, the open session minutes of the board will reflect that the board voted to approve the contract and will include the executed written documents as an attachment.

Any subsequent revisions to or extensions of the deputy/associate/assistant superintendent's contract, including any additional compensation, will likewise be voted upon by the board in open session at a duly called meeting of the board after the board members have had an opportunity to review the written amended document. If the amendments are approved, the open session minutes of the board will reflect that the board voted to approve the amendments to the contract and will include the executed written document as an attachment.

The terms of the contract between the board and the deputy/associate/assistant superintendent will include general responsibilities, professional activities, evaluations, salary, vacation and leave arrangements, and other benefits. The contract also may specify performance expectations, including expectations related to board goals and objectives and State Board standards for student success. The contract, as well as any amendments, will be signed by the board chair and vice chair on behalf of the board and attested to by the superintendent and must be pre-audited by the finance officer.

Legal References: G.S. 115C-47(17), -278

Adopted: