North
Dakota
Youth
Correctional
Center

Better Choices, Brighter Future

North Dakota Vision Services/
School for the Blind

Teacher's Policy Manual

2016-2017 School Year

Amended April, 2016

ND DEPARTMENT OF PUBLIC INSTRUCTION
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NORTH DAKOTA DEPARTMENT OF PUBLIC INSTRUCTION

AND NORTH DAKOTA SCHOOL FOR THE DEAF/RCDHH

POLICY MANUAL

FOR

TEACHERS

AT THE

ND SCHOOL FOR THE DEAF/RESOURCE CENTER FOR DEAF AND HARD OF HEARING

MAY 2016

NORTH DAKOTA DEPARTMENT OF PUBLIC INSTRUCTION

AND NORTH DAKOTA VISION SERVICES/SCHOOL FOR THE BLIND

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PREAMBLE

The North Dakota Department of Corrections and Rehabilitation and the North Dakota Department of Public Instruction are proud to present a Policy Manual to all state employees who are teaching in state approved and accredited educational programs at the two state departments. The Policy Manual provides a structure for collaboration between schools and teachers as educational services are being provided to youth. A mechanism to grieve discharge and non-renewal is presented through the existence of an Advisory Committee, comprised of representatives from each department.

This endeavor is a collaborative venture and, as such, will function as a model for the field. The Policy Manual has no goal, objectives, or desire to, in any manner, adversely affect any individual teacher or department. In turn, this Policy Manual does not exist to serve as a platform for the singular gain of any one department. Each department will remain autonomous while maintaining and promoting the shared direction of the Policy Manual.

Teachers are also covered by internal policies governing school employees as they relate to personnel files, professional development, salary administration, state and federal employment laws, internal grievance procedures, employee assistance programs, and other applicable employment practices.

The Executive Committee has the authority to adopt general policies, which are binding on teachers included in this Policy Manual. The Policy Manual is subject to change at any time by action of the Executive Committee, upon approval of the respective department head, or by laws enacted by the legislative assembly.

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DEFINITIONS

The following definitions are provided to clarify terms used throughout the policies governing the employment of teachers at the North Dakota School for the Deaf/Resource Center for Deaf and Hard of Hearing, the North Dakota Vision Services/School for the Blind, and the North Dakota Youth Correctional Center. The schools meet approval and accreditation standards of the ND Department of Public Instruction.

Additional Contract Days: temporary contracts for days that are worked beyond the school year contract.

Administration refers to the school's superintendent or designee.

The **Advisory Committee**, comprised of seven members, makes recommendations to the Executive Committee and is referenced as the "Committee" throughout the policy. The makeup of the Committee includes each of the chief administrators of the three schools, as designated by the authority of the respective department, the personnel directors for the North Dakota Department of Public Instruction and the North Dakota Department of Corrections and one teacher and one alternate duly elected by the teaching staff of each department. Duties include but are not limited to, recommending job specifications, compensation rates, providing teachers with due process hearings, preparing teacher contracts, and addressing legislative issues.

Committee Meetings are quarterly, or on an as-needed basis. A recorder is assigned to record official minutes of all meetings and meetings are open to the public and interested parties.

Day(s) as used in teacher policies, committee procedures and grievance procedures, unless otherwise specified as contracted days, means regular working days, exclusive of Holidays. Contracted days refer to contracted days as defined by the school contract. Calendar days refers to 30 consecutive days.

Department refers to the North Dakota Department of Public Instruction and/or the North Dakota Department of Corrections.

The **Director** refers to the Director of Juvenile Services, ND Department of Corrections.

The **Executive Committee** consists of the Director of Juvenile Services and the Superintendent of Public Instruction. The Executive Committee considers recommendations for the modification of policy issues governing the employment of teachers in the departments. The Director and the State Superintendent individually will make final decisions respective to their department and will provide for final review in matters dealing with teacher policy disputes, teacher suspension, non-renewal, and discharge hearings.

Full Committee refers to a combined meeting of the Advisory Committee and the Executive Committee.

Key Employee - Each School reserves the right to determine the positions considered "key" to the continuance of school operations during emergency situations. A key employee is an employee who has been designated, in writing, by Administration and who has been assigned additional expectations during emergencies or severe weather situations.

Length of Day – The school adheres to NDCC 15.1-06-04.

The **Master Agreement** consists of this Teachers Policy Manual and an individualized contract which specifies each teacher's contracted hours, placement on the salary schedule (as appropriated by the legislature) and other details pertinent to a teacher's employment at the respective school, and a copy of the school calendar for the respective year. The Master Agreement will be referred to as "Contract" in the Policy Manual. Agreements are developed by the Advisory Committee and approved by the respective department head and not determined through formal negotiations or representation. Any change to the policy manual will follow CSAC procedures.

A **Non-Probationary Teacher** is a full-time contracted teacher who has completed one year of contracted teaching with the respective department.

A **Part-Time Teacher** is one who teaches a minimum of 20 or more hours per week for at least 20 weeks out of a year of employment to be eligible for state benefits. A teacher must work a minimum of 704 hours, or the equivalent of 88 days, to advance one full step on the salary schedule.

A **Probationary Teacher** is a first year teacher who has not yet successfully completed one contracted year with the respective department. A teacher must work 50% or more of the year to be considered fully contracted. Refer to Section 2.4 of the Teacher's Policy Manual to determine 50% of contracted hours.

School refers to one or all of the following state approved and accredited schools: The Youth Correctional Center, ND Department of Corrections and Rehabilitation; The North Dakota Vision Services/School for the Blind and the North Dakota School for the Deaf/Resource Center for Deaf and Hard of Hearing, ND Department of Public Instruction.

School Calendar is a schedule of days of instruction as specified by NDCC 15.1-06-04 and amended in Section 2.4 of the CSAC Teachers Policy Manual.

School Year begins on July first and ends on June thirtieth the following year.

The **State Superintendent** refers to the ND Superintendent of Public Instruction.

Teacher means a contracted state employee holding a Professional License and certified to teach in North Dakota whose primary task is to provide direct instruction in a classroom, or on an individualized basis and whose work schedule must be in accordance with the school calendar. The standard workweek for teachers at NDSD/RCDHH, NDVS/NDSB, and NDYCC/ND DOCR will parallel the standard workweek of classified state employees.

This definition includes guidance counselors, school librarians, vocational and other technological resource personnel who are required to meet the same teaching requirements and criteria as defined above.

The superintendent, assistant superintendents, principal, associate principals, supervisory personnel, substitutes and all paraprofessionals are excluded and are not covered by this policy.

A **Teacher Substitute** is a non-contracted, licensed teacher occupying a position on a temporary basis, for a limited period of time. Reference 3.2, Teacher Fund for Retirement.

CHAPTER 1 EMPLOYMENT

Equal Employment Opportunity

It is the policy of the school to provide fairness and equity to all employees and to provide equal access to employment for all persons.

Further, policy of the school prohibits discrimination on the basis of race, color, creed, religion, sex, national origin, ancestry, age, political affiliation, opinion, genetics, sexual orientation or gender identity, and the presence of any mental or physical disability, with regard to employment relations and provisions of services through the school, to prevent and eliminate discrimination, and to deter those who aid, abet, or induce discrimination, or coerce others to discriminate.

FEDERAL LAWS

The North Dakota Department of Public Instruction and the North Dakota Department of Corrections abide by federal laws governing employment, including the Drug Free Work Place Act, the American with Disabilities Act, the Family and Medical Leave Act of 1993 and applicable state and federal regulations pertaining to employment.

Drug-Free Workplace Policy

Drug abuse and use at the workplace are subjects of immediate concern in our society. These problems are extremely complex and ones for which there are no easy solutions. From a safety perspective, the users of drugs may impair the wellbeing of all employees, the public at large, and result in damage to state property. Therefore, it is the policy of the school that the unlawful manufacture, distribution, dispensation, 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 specifics of this policy are as follows:

1. This school 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 person or sells or manufactures 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.

2. The term "controlled substance" means any drug listed in 21 U.S.C. Subsection 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.

3. Each employee is required by law to inform the School Administration within five (5) days after he or she is convicted for violation of any federal or state criminal drug statute where such violation occurred on the school's premises. A conviction means a finding of guilt (including a plea of nolo contendre) or the imposition of a sentence by a judge or jury in any federal or state court.

4. The School's Administration will be responsible for reporting the conviction to the U.S. government agency with which the grant was made within ten (10) days after receiving notice from the employee or otherwise receives actual notice of such a conviction.

5. If an 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 school may require the employee to successfully complete an inpatient or outpatient drug abuse program sponsored by an approved private or governmental department.

6. As a condition of further employment on any federal government contract or grant, the law requires all employees to abide by this policy.

This policy is in conformance with Public Law 100-690, the Anti-Drug Abuse Act of 1988. Title V, Subtitle D, the Drug-Free Workplace Act of 1988 is part of the overall Act.

CHAPTER 2 TERMS OF EMPLOYMENT

2.1 Job Specifications

Job specifications for teachers are developed by the Advisory Committee and approved by the Executive Committee. The specifications describe in general terms the duties and responsibilities of the teacher's job. Additionally, the specifications include the minimum qualification requirements for the various levels of the Teacher Job Series. The different levels (lanes) in the series will reflect the years of teaching experience as well as the satisfactory completion of additional educational requirements. Job specifications and Teacher Job Series can be modified at any time by the Director or the State Superintendent. A teacher, however, may appeal for reconsideration of job specifications and salary schedules to the Executive Committee.

2.2 Compensation

The compensation plan and its salary administration policy are developed by the Committee and approved by the Executive Committee. The Committee will propose steps and salary lanes for the establishment of a Teacher Job Series based on a current proposed composite salary schedule provided by Human Resource Management Services.

Newly hired teachers must be placed in the appropriate lane on the schools' salary schedule. For the 2016-17 school year, the schedule is based on the daily rate comprised of the HRMS salary schedule composite. (NDCC 15.01-06-04) A maximum of three years' experience is allowed when determining placement on the step schedule. Exceptions include:

- The employee's job-related qualifications exceed the established minimum qualifications.
- The school is unable to recruit qualified candidates who would accept the salary advertised.

Exceptions for hiring above the salary plan require written approval from the Director of Juvenile Services or the State Superintendent. Requesting schools must describe their justification for the exception and the impact that denying the exception would have on the school. Written documentation justifying the exception must be provided at the earliest practical time following a verbal approval. Approval must be in writing and a copy housed in the employee's personnel file.

Documentation must be maintained on the factors used to determine the exception and on the consideration given to existing salary relationships within the school.

Monthly compensation is determined by dividing the teacher's salary by the number of pay dates in the contracted months, regardless of the start and end dates of the school calendar. For example, a teacher hired at the end of August will receive a full check on September 1 (October 1 for YCC teachers), resulting in receiving salary paid, not earned. Teachers understand and agree that if they do not fulfill the number of contracted days, their salaries will be pro-rated and reduced accordingly, or if circumstances warrant, teachers must reimburse the school for unearned pay prior to termination.

Other factors impacting salary administration include increases above the salary maximum and decreases resulting from the removal of duties and/or reducing the number of hours worked.

Salaries paid above the Maximum - If changes occur in the teacher salary schedule (i.e., number of contract days used to calculate the daily rate), bringing the salary above the maximum of the lane on the salary schedule or when the legislature provides a minimum pay increase for all state employees, then the following would apply:

The salary of the teacher may remain above the maximum of the lane when the change is a result of a management need not associated with the teacher's performance or when the increase is legislatively initiated. No further increases in salary may be granted the teacher as long as the salary remains above the maximum.

Decrease in Salary - If a teacher's hours should be decreased, the salary must be reduced based on a pro-ration of actual hours worked except for extenuating circumstances as determined by management.

2.3 Salary

All salary actions are subject to the availability of legislatively appropriated funds.

2.4 School Year (NDCC 15.1-06-04)

The school year 2016-17 will include 175 pupil instruction days. Three days must be used for holidays. Up to two days must be used for parent-teacher conferences or compensatory time for parent-teacher conferences held outside of regular school hours. Two days must be used for professional development. Professional development must consist of six hours of professional development, exclusive of meals and other breaks, conducted within a single day or two four-hour periods of professional development, exclusive of meals and other breaks, conducted over two days.

Length of Day

1. Teachers shall follow the school year calendar. The standard workweek for teachers shall parallel the standard workweek of classified state employees. A full time-teacher's minimum time at the work place shall average 40 hours and within that 40 hours shall include the below contracted duties:

    a.) Consists of at least five and one-half hours of instruction time for kindergarten and elementary students.

    b.) Consists of at least six hours of instructional time and/or work-related activities for high school students.

Teacher Preparation Time - Full-time teachers will be provided the equivalent of one instructional period per day. Part-time teachers shall be provided preparation time proportionate to their assignment.

2.5 Teacher Assignments

It is not possible in every case to determine in advance the subjects a teacher will be required to teach. It is the policy of the school to have a teacher teach classes in their major/minor content area. However, each school reserves the right to assign a contracted teacher to any teaching-related duties in accordance with teacher licensure and level of certification. The school is an accredited school and teachers are subject to the North Dakota Department of Public Instruction School Approval Regulations. The North Dakota Department of Corrections and Rehabilitation and Department of Public Instruction reserve the right to take any action it deems necessary to ensure that appropriate educational services are being provided within their respective institutions.

2.6 Teacher Licensure

A license must be exhibited to administration of the school. Prior to receiving the first month salary, a teacher must exhibit the licensure to administration of the school. If a teacher's license expires by its own limitations within six weeks of the close of the school year, the teacher may finish the year without reexamination or renewal thereof.

2.7 Revocation of License

The Education Standards & Practices Board (ESPB) may suspend for a period of time, or revoke and annul any teacher's license granted in this state upon any or all of the following grounds:

1. For any cause, which would have authorized or required the Education Standards & Practices Board to refuse to grant the license if the facts were known at the time when the license was granted.

2. For incompetency, immorality, intemperance, or cruelty of the license holder.

3. The license holder has been convicted or pled guilty or nolo contendere before a court of competent jurisdiction in this or any other state, or before any federal court, of an offense determined by the Education Standards & Practices Board to have a direct bearing upon a person's ability to serve the public as a teacher, or the Education Standards & Practices Board determines, following conviction of the offense, that the person is not sufficiently rehabilitated under North Dakota Century Code section 12.1-33-02.1.

4. For the refusal by the license holder to perform the duties of a teacher or the general neglect of the work of the school.

5. For the breach, by the license holder, of a contract with the school.

6. Serious violation or a series of violations of the professional code of conduct and standards promulgated in accordance with law.

The revocation of a license terminates the employment of the holder of such license in the school in which the holder is employed when the license is revoked, but the holder must be paid to the time the notice of revocation was received. Appeals from any order of revocation may be taken to the district court of Burleigh County as provided by chapter 28-32 of the NDCC.

2.8 Contract Renewal

Any teacher who has been employed by the school during any school year must be notified in writing by the school administrator no earlier than March first and no later than May first in the school year in which that teacher has been employed to teach of the determination not to renew the teacher's contract for the ensuing school year. Failure to give written notice on or before that date constitutes an offer to renew the contract for the ensuing school year under the same terms and conditions as the contract for the then current year. On or before May first in any year and not earlier than March first, all teachers must be notified of a date, which must not be less than fourteen days after the date of the notice, upon which they shall accept or reject proffered reemployment, and failure by the teacher to accept the offer within that time is a rejection of the offer. Any teacher accepting the offer of reemployment shall notify the school administrator in writing of the teacher's acceptance or rejection on or before the date specified or before June first, whichever is earlier. Failure by the teacher to provide that notification relieves the school administrator of the continuing contract provisions. This does not repeal or limit the operation of any existing policy with reference to the dismissal of teachers for cause. Any action for the discharge of a teacher shall operate as a notice of non-renewal.

2.9 Suspension, Discharge, Non-renewal, Reduction in Force, or Reprisal

Proceedings on appeal of employer actions covered by this section shall be governed by the Uniform Rules of Administrative Procedure for Adjudicative Proceedings of the Office of Administrative Hearings contained in North Dakota Administrative Code Article 98-02. The meetings will be facilitated by an officer of the Office of Administrative Hearings. No cause of action for libel or slander may be brought for any statement expressed either orally or in writing at any session of the Advisory Committee held for the purposes provided for in this section.

Actions for suspension, discharge, non-renewal, reduction in force and reprisal are appealable to the Advisory Committee.

The school administrator contemplating suspension or discharge for cause prior to the expiration of the term of the teacher's contract shall give written notice of the reasons for the proposed action, an explanation of the charges, and provide the teacher an opportunity to respond in writing within five days of receipt of the written notice prior to a decision being made.

If a teacher appeals any of the final actions noted above, the teacher must be informed in writing of the time and place for a special meeting of the Advisory Committee to be held on the question at hand. Notice will be provided no later than two weeks prior to the scheduled special meeting.

At the meeting of the Advisory Committee, the Advisory Committee must evaluate the charges for suspension, discharge, non-renewal or reprisal with evidence produced at the hearing with witnesses who are subject to cross-examination by the teacher or the teacher's representative. A witness, if a minor, may be accompanied by a parent or parents, legal guardian, or legal counsel, if requested by the minor or the minor's parents. The teacher may then produce witnesses as may be necessary to refute the charges, which witnesses are subject to cross-examination. The teacher may be represented at the meeting by two representatives of the teacher's own choosing. In addition, the school may be represented by two representatives of its own choosing at such special session.

In case of an appeal of dismissal due to **reduction in force** (RIF), the Advisory Committee will conduct a review of the school's RIF procedures to determine whether the RIF analysis was conducted according to section 5.6 of the Teacher's Policy Manual.

If the teacher appealing so requests, the Advisory Committee must grant one continuance of not to exceed seven calendar days of the special meeting of the Advisory Committee to evaluate the charges against the teacher. Unless good cause is otherwise shown, a continuance must be requested at least three days prior to the hearing. The Advisory Committee may grant or deny further requests for continuance of the special meeting at its sole discretion. After hearing and considering the evidence and arguments of all parties, the Advisory Committee shall determine whether the evidence presented at the hearing supports the action taken by the Administrator and then issue a recommended decision to sustain, reverse, or modify the action taken. Final disposition of a suspended or terminated teacher's appeal shall be made by the Director of Juvenile Services, with approval of the Director of the Department of Corrections and Rehabilitation (DOCR), or the State Superintendent. If the final decision is favorable to the teacher, the teacher shall receive back pay and benefits as determined by the Director of Juvenile Services, with approval of the Director of DOCR, or the State Superintendent.

If the Advisory Committee recommends sustaining the teacher's claim of **reprisal/retaliation** and the Director of Juvenile Services affirms the recommendation as described in the previous paragraph, appropriate action will be initiated against the alleged offender.

No teacher may be discharged and no school may refuse to renew a teacher's contract based solely upon an investigation of alleged child abuse or neglect made under NDCC section 50-25.1-05(1) in which a determination was made that probable cause exists to believe that child abuse or neglect occurred but a decision relating to the alleged abuse or neglect has not been made by a court of competent jurisdiction. This paragraph does not prevent a school from moving to suspend a teacher if the school is notified or otherwise learns that a finding of probable cause of child abuse or neglect has been made against the teacher.

Additional procedures and requirements regarding appeals to CSAC of employer or school actions covered by this section are contained in an addendum to the Teacher's Policy Manual.

2.10 Contracted Staff Resignations and Request for Release of Contract

All staff under contract with the CSAC school are expected to fulfill the entire term of the contract.

Release of Contract
However, when an employee requests release from contract, the administration of each CSAC school may exercise one of three options:

1. Grant an unconditional release from contract; 2. Deny temporarily 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.

Resignation
A contracted employee who decides to leave employment of the CSAC school at the end of their current contract are requested to submit a written resignation to the Principal immediately upon making the decision. The resignation shall indicate clearly the date upon which it is intended to be effective. No resignation shall be deemed effective until the administration has approved it.

CHAPTER 3 TEACHER BENEFITS

3.1 Payroll

Paychecks are issued on the first working day of the month. Deductions from your paycheck are as follows:

Federal Income Tax - This deduction is withheld from your paycheck by law and is determined by salary, marital status, and the number of withholding allowances authorized on the W-4 form your payroll clerk will have you complete.

Social Security (FICA) - A percentage of your salary is withheld for Social Security (FICA) tax until the base salary amount is reached. Congress can change both the rate and the base salary amount at any time. To find out the FICA tax rate and base salary, you may check with your payroll office or your local Social Security administration office.

State Income Tax - This deduction is withheld from paychecks of North Dakota citizens. The amount is a percentage of federal withholding.

Optional Deductions - Health insurance and life insurance deductions depend on the kind and amount of coverage and on your annual salary and age. Optional deductions may include but are not limited to: tax sheltered annuities, union/association dues, United Way, deferred compensation, YMCA, Medora Foundation, and bond deductions.

3.2 Teachers' Fund for Retirement

Teachers who are determined eligible must participate in the Teachers Fund for Retirement (TFFR). See NDCC 15-39. For more information contact the Retirement and Investment office.

The general rule is that substitute teachers are not reportable to TFFR since they are not contracted teachers. The only times a substitute teacher is reportable is if:

1. The teacher is under a contract (written agreement) to perform the substitute teaching services (long-term sub for maternity leave, medical leave, education leave, etc.)

2. The teacher is already under a time certain contract to perform teaching services, and while under the time certain contract, performs substitute teaching duties.

If the teacher performs non-contracted substitute teaching duties outside of the time certain contract, the substitute teaching compensation is not reportable.

For more information, contact the North Dakota Retirement and Investment Office.

3.3 Deferred Compensation Plan

This is a supplemental retirement plan structured under Section 456 of the Internal Revenue Code through which teachers may defer a portion of their income and deposit the funds into investment accounts with eligible providers. Contact North Dakota Public Employees Retirement System for more information.

3.4 Insurance

Group medical insurance is available to teachers who meet the eligibility requirements. To be eligible, teachers must be at least18 years of age, employed at least twenty hours per week and at least twenty weeks each year of employment, and be filling positions that are regularly funded and not of limited duration. The state pays the full premium. Deductibles apply to inpatient hospital care and outpatient care. Coinsurance payments apply after deductibles have been met. Contact North Dakota Public Employees Retirement System for more information.

Group life insurance is also available to teachers who meet eligibility requirements as described above. Each teacher automatically receives basic life insurance coverage. You can purchase supplemental life insurance coverage in $5,000 increments. You may also purchase coverage for your dependents. The cost to you is based on your age and the amount of coverage you are purchasing. If not enrolled at initial employment, annual enrollment periods apply.

If you do not enroll in the group life or health insurance plan within 30 days of eligibility, you may be requested to fill out an "Evidence of Insurability" form. Contact your payroll clerk or North Dakota Public Employees Retirement System for further information.

3.5 Flexcomp Plan

This is an optional employment plan which allows teachers to pay for certain eligible expenses before taxes are deducted from their paychecks. Teachers may have eligible premiums deducted on a pre-tax basis, and may have pre-tax payroll dollars placed in Medical and Dependent Care Spending Accounts. Reimbursements for eligible expenses will be made to the teacher on a tax-free basis. Eligible expenses include medical expenses which are not covered by health insurance, glasses, contacts, dental work (including orthodontia), and child care which enables the teacher and the teacher's spouse to work. Contact North Dakota Public Employees Retirement System for more information.

CHAPTER 4 LEAVE INFORMATION

4.1 Sick Leave

Teacher contracts provide for ten days of sick leave each year with pay and any unused portion shall be accumulated from year to year. The ten days of sick leave will be issued at the beginning of the contract year. Sick leave enables teachers to build a reserve of days that may be used when:

- Employee is ill or injured and is unable to work.
- Employee has an appointment for the diagnosis or treatment of a medically related condition.
- Employee may use up to six weeks of sick leave in the first six months for birth or placement for adoption of a child.
- Employee is participating in an employee assistance program.
- Employees may use up to twelve weeks of sick leave in a twelve month period to care for a child, spouse, or parent with a serious health condition. This will run concurrently with FMLA.

Employees may use sick leave to obtain services or assist immediate family members to obtain services related to domestic violence, sex offense, stalking, and terrorizing situations. (NDCC 54-06-14.6) Immediate family member includes spouse, parent, child, or sibling. Supervisor may limit use to 40 hours in a calendar year. Services may include:

- To seek legal or law enforcement assistance.
- To obtain treatment by a health care provider for physical or mental injuries.
- To obtain services from a domestic violence shelter, rape crisis center, or other social service program.
- To obtain mental health counseling.
- To participate in safety planning, temporary or permanent relocation or take other actions to increase their safety.

Abuse of sick leave privilege may be grounds for disciplinary action up to and including termination.

A teacher will be granted additional sick leave for the teaching of a summer session and/or an additional service days contract. This sick leave is cumulative with other sick leave earned. A teacher will only teach a summer session and/or an additional service days contract when there is a need for services.

The school may require the teacher to submit a physician's statement explaining the need for absence when the requested absence is continuous for a period of three working days or more, and after surgery regardless of length of absence. If the school is not satisfied with the opinion of the attending physician, it may request a second opinion from a doctor of its choice whose fee shall be paid by the school. If the second physician's opinion differs materially from the first

physician's opinion, the school and the teacher may jointly select a third physician whose opinion will be binding on both the teacher and the school.

Following a leave of absence of three working days or more or following a major medical procedure or other significant event affecting the teacher's health, the school may require that a teacher submit to a fitness for duty examination from a doctor of the school's choosing whose fee shall be paid by the school before returning to work.

A teacher with at least ten (10) continuous years of state employment is entitled to a lump sum payment equal to one-tenth of the pay attributed to the teacher's unused sick leave upon termination of employment.

A teacher leaving during a contract year will have sick leave pro-rated to the date of termination of employment. Should the usage of the ten days provided for that year exceed the pro-rated amount, that amount may be payable to the school.

A pregnant teacher who is medically disabled from the performance of her duties shall be treated the same as any other employee disabled insofar as sick leave benefits are concerned. For purposes of this policy, medical appointments, delivered pregnancy, or miscarriage are viewed as medical reasons and as such are treated as other medical reasons in terms of sick leave. This does not refer only to the delivery itself, but to those periods of time when the individual involved is physically unable to work.

- This would include any time up to and including delivery, and time should be allowed for recuperation after delivery to the extent medically necessary. The school may request a doctor's written statement as to the teacher's physical condition if an extended leave is requested after delivery.

- Each situation must be considered individually and no standard policy can be established. Both the teacher and the school are bound to fair practices in this area.

4.2 Family Sick Leave

Sick leave may be used by a teacher to tend to the needs of certain family members who are ill, or to assist them in obtaining medical services or other services related to their health and well-being. Eligible family members are the teacher's spouse, parent (natural, adoptive, foster, and step-parent), child (natural, adoptive, foster, and step-child), and any other family member who is financially or legally dependent upon the teacher or who resides with the teacher for the purpose of the teacher providing care to the family member. Sick leave used for these purposes shall not exceed eighty (80) hours per contract year. The 80 hours is prorated if a teacher works less than the 30-hour work week.

4.3 Sick Leave Sharing Program

A contracted teacher may donate personal leave or sick leave to another contracted teacher who is suffering from an extraordinary or severe illness that has caused or is likely to cause the employee to take leave without pay or terminate employment. A contracted teacher may donate only personal leave to another contracted teacher to care for the needs of a household member or relative of the teacher who is suffering from an extraordinary or severe illness pursuant to section 4.6.1 of the Teacher's Policy Manual. The procedures for donation of personal or sick leave are described in this section.

Definitions

1. Extraordinary or severe illness means a serious, extreme, or life threatening illness or other medical condition. These terms do not include conditions associated with normal pregnancy.

2. Household members means those persons who reside in the same home, who have reciprocal duties to and do provide financial support for one another or where one person has a duty to and does provide financial support to the other. This term includes foster children and legal wards even if they don't reside in the same household as the teacher. This term does not include persons sharing the same general house when the living style is primarily that of a dormitory or commune.

3. Relative of the teacher is limited to spouse, child, stepchild, grandchild, grandparent, stepparent, or parent of an employee.

Conditions of Eligibility (Receiving Teacher)

1. Administration determines that the teacher meets the eligibility criteria described in this section.

2. The teacher has abided by the state policies regarding use of sick leave.

3. The teacher's use of shared leave may not exceed four (4) months in any twelve (12) month period.

   In cases of requests for shared leave due to a teacher's own extraordinary or severe illness, the teacher must submit, prior to approval or disapproval, a medical certificate from a licensed physician or other licensed health care practitioner verifying the severe or extraordinary status of the condition and the expected duration of the condition. The medical certificate must indicate that the teacher will most likely be able to return to work and fulfill the essential functions of the teacher's position within a reasonable amount of time, not to exceed four months from when the period of donated leave would begin. A teacher's use of donated leave may not exceed four months in any twelve-month period. NDCC § 54-06-14.1(3)(c).

4. In cases of requests for shared personal leave due to the extraordinary or severe illness of a teacher's household member or qualifying relative of the teacher, the school may require that the teacher submit, prior to approval or disapproval, a medical certificate from a licensed physician or other licensed health care practitioner verifying the severe or extraordinary status of the condition.

Conditions to Donate

1. The recipient has exhausted or will exhaust all sick leave and other forms of leave accrued prior to the use of donated leave.

2. The condition has caused, or is likely to cause, the receiving employee to go on leave without pay or terminate employment.

3. The donating employee may not donate more than five percent (5%) of the employee's accrued sick leave hours.

General Conditions

1. Donated sick leave is transferable between contracted state employees in different state entities who are contracted teachers.

2. The donation of leave is voluntary. No teacher will be compelled to donate leave to another employee. The donation is not for a leave bank.

3. One hour of donated sick leave is regarded as one hour of received leave.

4. Donated leave may only be used by the recipient for the specified purpose and isn't payable in cash.

5. Once leave is donated, it is not returnable.

6. All forms of leave available to the employee available for use, paid or otherwise, must be used prior to using shared leave.

7. State employees wishing to donate leave must complete SFN 19292 for approval.

4.4 Sick Leave and Reemployment

A teacher who leaves his or her employment and who is rehired by the school within one year must be credited with the amount of sick leave hours accumulated at the time of departure, less any amount which had subsequently been paid. An employee's years of state employment must be deemed continuous if, under the official personnel policy of an agency, unit, or entity, the employee's work is terminated because of a reduction in force and the employee is reinstated in any agency, unit, or entity within two years, or if the employee is placed on voluntary leave status without pay and the leave lasts no longer than two years for educational purposes, or a year for any other voluntary leave without pay.

4.5 Family Medical Leave Act of 1993 (FMLA)

Family leave is provided for by state and federal laws - the state Uncompensated Family Leave Act of 1989 and the federal Family and Medical Leave Act of 1993. Listed below is general information on this leave. This is not an exhaustive description of state and federal law on family medical leave. The teacher has a responsibility to apply for family medical leave following departmental policy. Contact your division personnel professional for specific procedures to be followed in applying for this leave.

1. Family Leave is an unpaid leave of absence available to an employee for the birth, adoption or foster placement of a child; or for the serious health condition of a parent, child, spouse or employee. All schools require that qualifying earned leave be used prior to the granting of unpaid leave.

2. Family leave is available to all employees who have been employed by the employer for at least 12 months and who have worked at least 1,250 hours for the employer over the previous 12 months.

3. A full time employee may take up to 12 weeks within a rolling 12-month period for an employee's serious health condition; the birth of a child, or the placement of a child for adoption or foster care; a serious health condition affecting the employee's spouse, child, or parent (as defined by the law) for which the employee needs to provide care. For purposes of family medical leave, qualifying family leave runs concurrently with other leave taken.

4. There are specific provisions that apply if both spouses are employed by the state.

5. Birth, adoption or foster care leave must be taken within 12 months of the event.

6. When leave is completed, the employee must be returned to the same position or a position with equivalent compensation and benefits as determined by administration. If a layoff would have caused the position to have been lost, this reinstatement provision does not apply.

7. An agency must continue health benefits at the same level and coverage had the employee not taken leave.

8. Certification may be required by the Department.

9. The general leave requirements also include specific rules for employees of local education agencies, as defined by the Elementary and Secondary Education Act of 1965 (20 USCS 82891(12)).

4.5A FMLA Leave for Military Families

Injured Service Member Leave

Covered Service Member –Covered service member means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness.

Outpatient Status –Outpatient status means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient; or a unit established to provide command and control of members of the Armed Forces receiving medical care as outpatients.

Next of Kin – Next of kin means the nearest blood relative of that individual.

Serious Injury or Illness – Serious injury or illness, in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness incurred by the service member in the line of duty or active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.

Eligibility Requirements – An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty or active duty is entitled to a total of 26 workweeks of leave during a single 12-month period to care for a covered service member. The leave is available during a single 12-month period during which an eligible employee is entitled to a combined total of 26 weeks for all types of FMLA leave. This entitlement shall not be construed to limit the availability of 12 weeks of unpaid leave during any other 12-month period as described in Section 2, Eligibility Requirements under State and Federal Law.

Alternate Position –If an employee requests intermittent leave or leave on a reduced schedule, in order to care for a spouse, son, daughter, parent, service member, or their own serious health condition that is foreseeable based on planned medical treatment, the employing entity may require such employee to transfer temporarily to an available alternative position. The employee must be qualified for the alternate position and the position must have equivalent pay and benefits and better accommodates recurring periods of leave than the regular employment position of the employee.

Substitution of Paid Leave – The employing entity requires an employee to use accrued paid and donated leave before authorized unpaid FMLA leave of absence. For any reason other than an employee's own serious health condition, employees must first use any family leave, (see note below) then accrued annual leave and donated leave for any of the 26-weeks. Employees who have exhausted the applicable types of paid leave will be provided unpaid leave to fulfill the authorized period of family leave.

Note: The family leave referred to is the forty hours of paid leave granted to eligible employees under N.D.C.C. 54-52.4-03.

Foreseeable Leave – In any case where service member leave is foreseeable based on planned medical treatment, the employee shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the employer, subject to the approval of the health care provider of the employee. The employee shall provide the employer with not less than 30 days' notice before the date the leave is to begin. If treatment requires leave to begin in less than 30 days, the employee shall provide notice as is practicable.

Spouses Employed by State of North Dakota – The aggregated number of workweeks of leave to which both husband and wife may be entitled will be limited to 26 workweeks during the single 12-month period.

Certification – The employing entity will require that a request for family and medical leave be supported by a certification issued by the health care provider of the eligible employee, or of the child, spouse, parent of the employee, or service member.

Failure to Return from Leave – If an employee fails to return from an FMLA leave, the employing entity may recoup the cost of health plan premiums for any period of the FMLA leave which was taken as unpaid leave, unless the reason the employee does not return is due to the continuation, recurrence, or onset of a serious health condition of the employee or the

employee's family member, or service member which would otherwise entitle the employee to leave under FMLA.

Certification – Unable to Return to Work – When an employee is unable to return to work because of the continuation, recurrence, or onset of the serious health condition, the employing entity will require certification issued by the health care provider.

Active duty family leave (This provision is not effective until the Secretary of Labor issues final regulations defining any "qualifying exigency." In the interim, DOL encourages employers to provide this type of leave to qualifying employees.)

This leave will affect employees who have a family member who has been called to or is on active duty in the armed forces. Those employees may take up to 12 weeks of leave when they experience a "qualifying exigency" arising out of the fact that a spouse, parent, or child is on or has been called to active duty.

Seven categories of a qualifying exigency are:

- Short notice deployment (leave permitted up to seven days if the military member receives seven or less days notice of a call to active duty).
- Military events and related activities.
- Certain temporary childcare arrangements and school activities (but not ongoing childcare).
- Financial and legal arrangements.
- Counseling by a non-medical counselor (such as a member of the clergy).
- Rest and recuperation (leave permitted up to five days when the military member is on temporary rest and recuperation leave).
- Post deployment military activities.

Employers may require certification that the employee's family member is on active military duty.

4.6 Personal Leave

Three personal leave days shall be granted at the beginning of each contract year and usage shall be approved, without explanation, at such times as will least interfere with the efficient operation of the school.

Unused personal leave shall accumulate to a maximum of five days. Once the five (5) day maximum is reached, the leave shall remain at five days until a portion of or all days are used. Accrued personal leave in excess of the five day maximum must be used prior to August 1 of each year. (Example: If a day is used by a certified teacher, four (4) days will remain. The following year, the four days would return to five days.) There will be no payment for unused personal leave upon termination of employment.

4.6.1 Personal Leave Sharing

In certain situations contracted employees may donate personal leave to other individuals who are covered by CSAC policies and contracted by the same school. As personal leave hours are not processed or banked by the Office of Management and Budget, each school must maintain records of donated personal leave hours.

Donated personal leave is subtracted from the total allowable five-day accumulated leave. A contracted employee is not eligible to receive additional personal leave days as a result of donating personal leave.

Personal leave and sick leave may be donated if the employee is ill following the procedures and requirements described in section 4.3 of the Teacher's Policy Manual as applicable. Only personal leave may be donated if an employee's family member is ill following the procedures and requirements described in section 4.3 of the Teacher's Policy Manual as applicable. The administration determines eligibility for donation of personal leave.

Except as above noted, contracted employees are subject to the same eligibility requirements and restrictions that govern donated annual leave as defined in the North Dakota Century Code.

4.7 Absences – How to Report

Whenever a teacher is unable to report for work, the teacher is to inform the immediate supervisor or their designee as soon as possible and preferably no later than one hour before the teacher is scheduled to report for work.

The teacher, or a member of the family, should talk directly with the immediate supervisor and explain the reason for the absence and the length of time expected to be away from work. If the supervisor is not available, the teacher should report directly to the designee.

Whenever an employee is unable to report to work, it is their responsibility to see that his/her immediate supervisor or designee is informed as soon as possible. The reason for the absence should be explained and also the length of time the employee expects to be away from work. Failure to do this may result in disciplinary action up to and including termination.

All leave requests made in advance must be submitted through the Absence Management Module in PeopleSoft and approved by the immediate supervisor.

Report of Time Off - Generally, a request to use personal leave through Absence Management in PeopleSoft must be approved by the immediate supervisor before an employee is authorized to use the leave. Leave requests may be denied if the employee's absence would unduly disrupt the operations or services of the department as determined by the teacher's immediate supervisor.

A sick leave request through Absence Management in PeopleSoft must be completed and submitted by the employee as soon as possible upon their return to work. Generally requests for medical and dental appointments should be submitted in advance of taking the leave.

4.8 Military Leave

Military leave applies to all officers and employees of this state or of a political subdivision thereof who:

1. Are members of the National Guard.

2. Are members of the armed forces reserve of the United States of America.

3. Shall be subject to call in the federal service by the president of the United States.

4. Shall volunteer for such service.

When ordered by proper authority to active non-civilian employment, teachers are entitled to a leave of absence for such civil service for the period of such active service without loss of status or efficiency rating. If such persons have been in the continuous employ of the state or political subdivision for ninety days immediately preceding the leave of absence, they shall receive twenty workdays each calendar year without loss of pay. In addition, any leave of absence necessitated by a full or partial mobilization of the reserve and national guard forces of the United States of America or emergency state active duty, shall be without loss of pay for the first thirty days thereof less any other paid leave of absence which may have been granted during the calendar year pursuant to this section. However, if leave is required for weekend, daily, or hourly periods of drill for military training on a day on which a public officer or employee is scheduled to perform the work for the state or of apolitical subdivision, the officer or employee must be given an opportunity to reschedule the work period so that the reserve or national guard weekend, daily, or hourly drill or period of training occurs during time off from work without loss of status or efficiency rating.

Military leave shall be granted to all state employees in accordance with sections 37-01-25 and 37-01-25.1 of the North Dakota Century Code.

Contact your Administration for procedures on this policy.

4.9 Jury Duty

A teacher selected for jury duty must be granted an approved absence from work with pay, except that an amount of pay equal to the amount the teacher received from the court for jury duty service must be deducted from the teacher's regular pay. However, if a teacher is on authorized leave while performing jury duty, the teacher may retain the fee paid by the court and the teacher's pay may not be reduced.

4.10 Witness

When a teacher is called upon or appears as a witness or an expert witness on behalf of the teacher’s school, the teacher's school must reimburse the teacher for mileage, meals, and lodging. If the teacher’s school reimburses the teacher for mileage, meals, and lodging for acting as a witness or as an expert witness, the teacher may not submit an additional claim for mileage, meals, and lodging. Also, the teacher will be paid his/her regular rate of compensation for time spent as a witness.

Witness fee - A teacher may retain a witness fee paid by a party only when each of the following apply:

1. The school did not reimburse the teacher for mileage, meals, and lodging.
2. The teacher is on authorized leave.

Witness duties - A teacher who performs witness duties unrelated to the teacher's official capacity, or because the teacher is personally interested in the proceedings, or because the teacher volunteers to do so, must use his or her personal leave or be placed on leave without pay status. Teachers must receive supervisor approval before using personal leave or being placed on leave without pay status to act as a witness in these instances. In these situations, the teacher may retain any witness fee provided to the teacher.

4.11 Funeral Leave

Up to 24 hours of paid leave may be granted at the discretion of the Administration when death occurs in the teacher's or teacher's spouse's immediate family. Qualifying relatives include only husband or wife, a child, parent, stepparents, brother, sister, grandparents, grandchildren, stepchildren, foster parents and foster children, daughter-in-law, and son-in-law.

4.12 Leave without Pay

(This is separate from family medical leave.)

Leave without pay means the approved absence from work without pay of a teacher. Leave without pay is limited to up to one year in duration, unless the teacher is requesting educational leave. The educational leave may not exceed two years in duration.

Approving leave without pay is discretionary on the part of Administration.

Administration may grant leave of absence without pay, provided that:

1. The absence will not unduly disrupt the school's operations or services.
2. Agreements in writing are made about the terms and conditions of the teacher's return to work if the leave without pay is for more than fourteen consecutive calendar days.
3. The teacher is placed on an appropriate leave status.

4.13 Pro-ration of Leave for Additional Contracted Teachers

Teachers are awarded 3 days of personal leave at the beginning of a nine-month contract. Teachers may accrue up to 3 days personal leave per nine-month contract. Teachers will accumulate no more than 5 days of personal leave. Accrued personal leave in excess of the five day maximum must be used prior to August 1 of each year.

Any additional contracts beyond 9 months shall be awarded a prorated amount of personal leave and sick leave. Proration is based on the number of contracted days in the month divided by the number of days in the 9 month contract.

Teachers will not be able to accumulate more than 5 personal leave days when starting a 9 month contract.

CHAPTER 5 GENERAL EMPLOYMENT PRACTICES

5.0 Records

Personnel files of teachers, committee meetings and hearings are subject to the open records law.

A record is maintained for each teacher showing the names, title, position held, salary, changes in status, attendance, leaves, performance appraisals, and such other information as may be deemed necessary for effective personnel administration.

Personnel files of teachers, records of committee meetings, and records of hearings are subject to the open records law.

In accordance with North Dakota Century Code 44-04-18.1, except for internal business transactions necessary to conduct normal operating procedures and as otherwise specifically provided by law, a state employee's "personal information" is exempt from being open to the public and will not be released. "Personal information" means a person's home address, home telephone number, cell phone number, photograph, medical information, motor vehicle operator's identification number, social security number/personal identification number, payroll deduction information; the name, address, phone number, date of birth, and social security number/personal identification number of any dependent or emergency contact; any credit, debit, or electronic fund transfer card number; and any account number at a bank or other financial institution.

5.1 Employee Assistance Program

It is the school's policy to assist, in a strictly confidential manner, employees who are experiencing problems relating to physical illness, mental or emotional illness, marital or family relations, alcoholism, drug abuse and other concerns.

No employee will have job security or promotional opportunities jeopardized by coming forward to request counseling or referral assistance. Contact your immediate supervisor or Administration for more information.

5.2 Overtime Policy

Exempt Employees - as defined by the Fair Labor Standards Act, are those who occupy either executive, administrative, or professional (program) positions, or other specifically exempted positions, and who are not subject to the coverage by the Act. Teachers are generally considered exempt under the Act.

All personnel may be required to work at other than the usual working hours or in excess of the standard forty hour workweek whenever necessary to carry out the work of the school or to facilitate the efficient use of equipment or personnel.

Substitute Teachers - are hired for a period of need and will be paid only for hours that are actually worked. Substitutes will be paid on the same basis as teachers for all hours worked in excess of 40 hours per week with prior approval. Substitute teachers paid on an hourly basis are considered non-exempt by FLSA.

Overtime: Exempt Employees - Actual hours of work are established on the following basis:

1. Regular weekly and daily work schedules are observed when workloads and deadlines will permit.

2. When workloads and deadlines so require, the working hours of the individual are increased to meet the need.

3. Under normal circumstances, compensation for overtime is not provided for exempt personnel. Federal law has defined an executive, administrative or professional position as one which is considered to be regularly compensated to perform assigned responsibilities, even if beyond the 40-hour work week. However, to assure that the physical and mental wellbeing of these exempt employees is maintained and when circumstances dictate that "significant extra work hours" be worked, compensatory time off may be granted. Documentation for the significant extra hours worked, and a request for time off, must be approved in advance by Administration.

   The request must include a specified time, within 30 days of the significant extra hours worked, including when the teacher plans to use the compensatory hours. This time must be mutually agreed upon by the Administration and the teacher. Paid leave and holiday hours are not included when computing compensatory hours.

   Compensatory hours for exempt personnel are not awarded on an hour-for-hour basis and are not calculated at time and one-half. Federal law does not require that exempt employees be paid for unused compensatory hours at termination.

   Time off may also be granted the following morning to teachers who are required to work or travel late night hours on a single night to allow for rest and recuperation. Whenever possible, arrangements for this time should be discussed and made with the teacher's supervisor prior to the late night work when such work is anticipated.

4. All persons are expected to work as necessary to get the work done, rest as necessary to maintain health and stable behavior, and comply insofar as practicable with regular working hours established by Administration.

5.3 Working and Inclement Weather Conditions

At various times throughout the year, primarily during the winter months, adverse weather conditions may necessitate the adjusting of work schedules for the safety and well-being of employees. This may include arriving late to work, leaving early from work, or other scheduled adjustments as deemed appropriate by Administration. Many state operations are such that there is very little flexibility for adjustment of work schedules regardless of weather.

With this in mind, the following procedures are provided:

1. During inclement weather, teachers have the responsibility for reporting to work at the scheduled time unless otherwise notified by administration.

2. Teachers reporting to work late or who are given the option to leave early, while school is still open, shall be charged personal leave for the time not worked.

3. Decisions for official closing and reopening of state government offices during emergency conditions will be the responsibility of the Governor in Bismarck/Mandan, or the school's administration for other state agencies in other locations.

4. Those agencies, which must provide continuing or essential services during periods of emergency conditions, shall designate "key positions" in writing. All other employees shall be granted leave with pay for the hours, which they would have normally worked during the emergency conditions period. All employees in "key positions" required to work that day may be provided extra compensation.

Those employees in "key positions" scheduled to work who are unable to report to work will not have their pay reduced for that time.

Those employees who are not scheduled to work that day will receive no additional compensation or time off due to the agency closing. However, an employee who had previously been granted leave for time off on a day when an agency is subsequently closed due to inclement weather conditions may not be charged for that day. Please see individual agency for specific procedures relating to weather.

5.4 Continuing Education

To maintain his/her position, a teacher shall be required to complete six (6) semester hours (or equivalent) and a minimum of sixty-four (64) clock hours of in-service every five (5) years in order to comply with the professional growth requirements of the accreditation standards established by the North Dakota Department of Public Instruction and the Education Standards and Practice Board. Only college or university credits, which are graduate credits or part of an approved graduate program, may be used for horizontal movement on the salary schedule.

A. Credits earned shall be in the field of education or subject matter in which a teacher is certified or assigned to teach. Exceptions to this section may be made by the administration. Reimbursement for credit must be approved in advance by the school's administration.

    1. An official transcript for graduate credit, or grade slip, issued by the university system where the course(s), were taken must be filed with the administrative office.

    2. Eligible teachers may be granted a salary increase for approved credits earned. If the courses to be completed during the spring and summer terms will qualify the teacher for a lane change, as specified by CSAC guidelines, the teacher, unless waived by Administration, must file a letter notifying Administration prior to March 15 of their intent to take the course(s). Upon receipt by the teacher, the official transcript, showing credits earned, must be submitted to Administration to be eligible for a salary increase.

B. In-service hours must be pre-approved by the school's administration.

    1. In-service hours may be earned by some special committee assignment (curriculum committee, textbook committee, teacher center, special research project, extended travel, approved conference attendance) not bearing university credit.

C. If a teacher is required by administration to obtain additional training, the teacher may continue to be a salaried employee upon agreement of administration and teacher.

5.5 Special Credentials

If the Teacher is not credentialed in the appropriate area, two years may be granted by the Department of Public Instruction to acquire the necessary course work. Any exception must be for good cause and must be approved by Administration twelve (12) months prior to the third year of teaching. (This allows four (4) semesters plus three (3) summer sessions to acquire the appropriate credential.) This exception must align with the provisional statute of ND DPI and ESPB.

5.6 Reduction in Force

Reduction in force means loss of employment due to reduction in appropriations or spending authority, lack of work, curtailment of work, or reorganization. Administration will determine the number of positions to be reduced and the positions effected. Non-probationary employees are teachers who have satisfactorily completed their first year of teaching at the school.

The order of separation from employment in the same school shall be in the following sequence:

1. All vacant teaching positions.

2. Substitute (temporary) teachers, unless critical to maintain course offerings.

3. Probationary teachers.

4. Non-probationary teachers.

The RIF analysis for non-probationary teachers will include the following factors:

1. An analysis of the license required as compared to the subject area. Teachers lacking the required licensure should be considered for RIF.

2. A comparative analysis of the number of years of service to the school will be made.

3. An analysis of the level of demonstrated work performance. Teachers with performance evaluations having consistently low levels of performance will be considered for reduction.

Teachers having satisfactorily completed their probationary status who are affected by a reduction in force action shall be notified in writing. (Refer to section 2.9 of this policy manual.)

The school shall make efforts to assist teachers dismissed from employment due to an RIF to secure new employment. Such services may include:

1. Resume preparation and mailing.

2. Assistance in typing applications and resumes.

3. Direct referrals.

5.7 Leaving Employment

A teacher who resigns or is discharged will be required to return all issued items as designated by the school. This could include clothing, ID card, handbooks, key tags, keys, and other work related materials. The school may present the teacher with an exit interview form to be completed and discussed as appropriate. Teachers should contact Administration to insure that all necessary forms are completed for insurance and retirement benefits.

5.8 Performance Review and Development

The Performance Review and Development Program is intended to help teachers maximize their effectiveness by providing a consistent system for evaluating and discussing job performance in terms of specific job responsibilities; establishing action plans for individual development which will lead to increased job performance and greater readiness for future job opportunities; providing teachers an opportunity to bring their thoughts and suggestions regarding both of the above to the attention of their supervisors and the school. More specifically, it will help in salary administration, professional development, promotional consideration, documentation and the assurance of an ongoing reevaluation of goals and objectives. Other than first year teachers, performance reviews will be done annually on or before March 15. Teachers are subject to departmental policies on performance evaluations.

5.9 First Year Teachers

Evaluation Renewal and non-renewal of contracts - Each school should have an established system through which two written evaluations are prepared during each school year for every teacher in his or her first year of teaching with the school. The evaluation should be in the form of written performance reviews, and the first review should be completed and available to first-year teachers no later than December fifteenth. Should a teacher fail to adhere to school policies governing conduct, the teacher is subject to disciplinary action, up to and including discharge. First year teachers do not have appeal rights to either grievance procedures or hearings before the Advisory Committee. The second review should be completed and made available no later than March fifteenth of each year. The administrator contemplating not renewing the contract of a first-year teacher should, after reviewing the evaluations, meet with the teacher to discuss the reasons for the proposed non-renewal. The teacher may be represented at the meeting by two representatives of the teacher's own choosing. No claim for relief for libel or slander may be brought for any statement expressed either orally or in writing at any meeting held pursuant to this section. If the administration determines not to renew the contract of a first-year teacher, written notification of the decision of non-renewal must be given to the teacher no earlier than March first nor later than May first. This requirement does not operate to prohibit a first-year teacher from being disciplined or dismissed prior to March first if the school administration believes that discipline or dismissal is warranted following the guidelines contained in this Teacher’s Policy Manual. Failure by the administration to provide written notification of non-renewal to a first-year teacher by May first constitutes an offer to renew the contract of the teacher for the ensuing school year.

5.10 Personal Vehicle Usage

Certified teaching personnel who are required to use their own vehicle for travel will be reimbursed for all such travel at the rate allowable by the State to its employees and set forth in section 54-06-09 of the North Dakota Century Code. Teachers, when driving a personal vehicle, are not covered by the state's insurance policies and must have personal liability insurance coverage. Teachers are expected to use a state vehicle unless authorized by administration to use their personal vehicle.

5.11 Sexual Harassment

Sexual harassment is unlawful discriminatory conduct that is prohibited by federal and state law. Sexual harassment will not be tolerated.

Sexual harassment includes any unwelcome sexual conduct that either:

- Is made a term or condition of employment.
- Has the purpose or effect of unreasonably interfering with an individual's work performance, or that creates an intimidating, hostile, or offensive working environment.

Please reference the department's personnel policies for more detailed information.

5.12 Discrimination

Teachers may appeal discrimination in employment because of sex, race, color, national origin, age, disabling condition or religious or political opinions or affiliation to the Advisory Committee, following completion of the Internal Agency Grievance Procedure. Sexual harassment is a form of sex discrimination and falls under the policies pertaining to discrimination.

CHAPTER 6 SCHOOL EXPECTATIONS OF TEACHERS

6.1 Conduct

All teachers are required to conduct themselves within acceptable standards of behavior and to apply common courtesy in dealing with students, coworkers, and the general public.

Willful or wanton disregard of the school's interests as found in deliberate violations or disregard of standards of behavior, or in carelessness or negligence of such degree or recurrence as to manifest wrongful intent, or evil design, or to show an intentional and substantial disregard of the school's interests or of the teacher's duties and obligations to the school, may result in discipline up to and including termination for misconduct. This form of misconduct as well as unlawful activity may be grounds for discipline up to and including termination even if the misconduct or unlawful activity occurs while the teacher is off-duty.

The purpose of this policy is to set forth school expectations of conduct and to provide definitions and classifications of violations for which corrective counseling, performance improvement, or other disciplinary action may be taken. However, not all expectations can be identified and each school reserves the right to take disciplinary action against a teacher for any expectations the school has a right to expect from an employee regardless if noted in these policies.

Violation of school expectations may lead to disciplinary action up to and including dismissal. The list in section 6.2 of the Teacher’s Policy Manual does not cover every possible infraction; therefore, violations of school expectations are not restricted to the list. If a teacher is uncertain whether an action violates school expectations, the teacher should discuss it with his or her supervisor.

6.2 Violations of School Expectations

- Reporting to work intoxicated or in an unfit condition as determined by the supervisor.
- Bringing or using alcoholic beverages or illegal or controlled substances on school property, excepting legal substances brought onto personal residences on school property.
- False statements on an application or other personnel form.
- Stealing - either from fellow employees, students or from the school.
- Insubordination or refusal to carry out verbal or written work assignments.
- Abuse of motor pool vehicles and state fleet procedures.
- Improper care of state property, including failure to adhere to policies governing equipment check out and return.
- Carrying or using firearms, fireworks, or any other weapon on state property.
- Falsifying records.
- Violating an established safety rule or safety practice (e.g.: smoking in State buildings).

Endangering the safety of or causing personal injury through carelessness or failure to follow instructions.

- Violation of the sexual harassment policy.
- Abuse of the sick leave policy.
- Willful destruction of or defacing school property.
- Abusive or threatening language to any supervisor, employee, student or member of the public.
- Disclosure of confidential information.
- Leaving the premises of the workplace during working hours without requesting approval by the immediate supervisor or designee except for cases of emergency. In cases of emergency approval should be sought or notice should be given to the teacher's immediate supervisor or designee as soon as possible.
- Failure to abide by the starting and quitting time for contracted hours and preparation periods.
- Unexcused absences.
- Vulgar and/or profane language.
- Poor quality of work or interfering with the work of other employees.
- Failure to notify the teacher's immediate supervisor or designee regarding absence from work.
- Performance of unauthorized personal work during contracted hours and preparation periods.

The foregoing enumeration of rules covering discipline and dismissal is primarily presented here by way of illustration and shall not be deemed to exclude the school's right to discipline or dismiss teachers for other causes.

6.3 Definitions of Just Cause

Just cause for discipline up to and including termination of employment includes conduct related to the teacher's job duties, job performance, or working relationships that is detrimental to the discipline and efficiency of the school. Just cause may include, but is not limited to, violations of any of the teacher expectations whether specific or general contained in Chapter 6 of the Teacher's Policy Manual. A non-probationary teacher may be disciplined or discharged only for just cause.

6.4 Disciplinary Actions

"Progressive discipline" means the disciplinary actions imposed to correct a teacher's behavior, beginning with a less severe appropriate action and progressing to the more severe, for repeated instances of poor job performance, or for repeated violations of the same or similar rules or standards.

Progressive discipline must be used to correct a teacher's job performance problems or for a violation of rules or standards, except:

- When an infraction or a violation of a serious nature is committed such as, but not limited to, insubordination, theft, falsification of pay records, assaulting a student, supervisor, or co-worker, and for which the imposition of less severe disciplinary action would be inappropriate.

- When an employee is a first year or probationary teacher at the school.

General - Disciplinary actions for purposes of these policies may include verbal or written warnings, suspension and dismissal.

A **Verbal Warning** is generally given to a teacher to correct a work-related problem.

A **Written Warning** may be issued to a teacher to correct a persistent or important problem. The written warning becomes a part of the teacher's personnel file. To acknowledge receipt of the warning, the teacher is required to sign before it is placed in the file. If the teacher refuses to acknowledge receipt of the written warning by signing the document, that fact of refusal should be noted on the document and the document should then become a part of the teacher's personnel file.

Suspension - The Administration may suspend any teacher without pay for misconduct or other just cause for a period not to exceed thirty contract days. Prior to the suspension of employment of a teacher who has successfully completed one year of teaching with the school, the Administration shall give a written notice of reasons for such action, an explanation of the charges and the supporting evidence, and provide an opportunity for the teacher to respond. A non-probationary teacher shall have the right to appeal the suspension following the procedures contained in section 2.9 of the Teacher's Policy Manual.

Dismissal - The Administration may dismiss a teacher for inefficiency, insubordination, misconduct, or other just cause. Prior to the termination of employment of a teacher who has successfully completed the probationary period, the school shall give a written notice of the reasons for such action, an explanation of the charges and the supporting evidence, and provide an opportunity for the teacher to respond. A non-probationary teacher shall have the right to appeal the dismissal following the procedures contained in section 2.9 of the Teacher's Policy Manual..

Non-Renewal - reasons for non-renewal include discharge for cause or reduction in force. The reasons given as discharge for cause must be drawn from specific and documented findings arising from formal reviews conducted by the supervisor with respect to the teacher's overall performance or school necessities as determined by the school administrator following the procedures contained in section 2.9 of the Teacher's Policy Manual.

Reprisal – retaliatory action against an employee for filing a grievance or complaint of any type is prohibited. Any employee (such as a supervisor or another teacher) who engages in reprisal or retaliatory action is subject to disciplinary action, up to and including discharge from employment.

6.5 Personnel Grievance Policy

Internal grievance issues - issues pertaining to working conditions, work environment, teacher policies, salary, hours worked, school calendar, job assignment, non-actionable discipline, benefits, and other similar teacher concerns. Suspension, discharge, non-renewal, reduction in force, and reprisal may be grieved to the CSAC Advisory Committee but must be grieved internally prior to appeal. Internal issues are grieved following the respective school's Internal Grievance Policy and Procedures.

Items that may be appealed to the CSAC Advisory Committee are identified in section 2.9 of the Teacher's Policy Manual. **General information on CSAC appeal procedures is contained in an addendum to this policy manual.**

Because difficulties develop from time to time between Administration and teachers, or between teachers, the following policies have been implemented as a method through which teachers who believe they have a grievance with their supervisor, fellow employees, or other conditions of their employment, can have their views made known through administrative channels.

The purpose of the Personnel Grievance Policy is to provide an orderly process for hearing teacher grievances and reaching a fair and equitable decision in a timely manner.

The teacher and his/her immediate supervisor should make a reasonable effort to resolve any grievance/complaint informally and expeditiously before a written grievance is filed. If such informal efforts do not produce a satisfactory solution, the teacher may proceed to the next level of supervision or a written grievance may be filed with the next level of supervision.

It is policy that every non-probationary teacher has the right and responsibility to file or submit a grievance as provided in this procedure if the problem(s) cannot be resolved informally. Teachers shall be free to use the grievance procedure without fear of unlawful discrimination or reprisal. Upon submission of a grievance, reasonable effort shall be made to reach a clear understanding of the exact nature of the grievance, the issues involved and the remedy requested, and to achieve resolution of the matter at the lowest possible step in the grievance procedure.

Probationary teachers are limited to grievances related to issues in discrimination in employment because of sex, race, color, national origin, religion, age, disability in employment, or political affiliations.

Group grievances reflecting a similar or common complaint should be accepted and processed as one grievance.

Definitions for Purposes of This Policy

A. **Internal Grievance** - means any complaint by a teacher involving pay grade, teacher specification, conditions of work, work relationship, or the interpretation or application of policies, rules, regulations, and/or legislation which have been adopted by the Executive Committee. A grievance must concern a matter which is subject to the control of the Administration.

B. **Supervisor** - means an employee who is responsible for and has the authority to assign the

work of others; who hires, fires, schedules and evaluates work; or effectively recommends all or most such actions.

C. **Group grievance -** means a grievance filed by a group of aggrieved persons reflecting a common complaint. A group grievance will be processed as one. (See A above.)

Non-grievable Items - The following matters shall not be grievable internally or to the Executive Committee:

A. Issues which are pending or have been concluded by direct appeal to the Executive Committee or through other administrative or judicial procedures.

B. Temporary work assignments agreed to by the teacher in advance.

C. Budget and organizational structure, including the number or assignment of teachers in the school.

D. The manner and method of performing work assignments.

E. Contracted benefits (i.e., holidays, conference leave, and personal leave). Unilateral administrative denial of benefits statutorily due a teacher may be grieved.

6.6 Alternative Dispute Resolution

"Alternative Dispute Resolution" (ADR) means a method of resolving disputes outside the grievance process that involves a neutral person to assist in identifying issues, developing options, and arriving at a settlement that is agreeable to the participants. Both parties must agree to the technique and the time frames to be used prior to starting the process. ADR may be used to settle disputes that occur within an agency. Both the administrator and the individual teacher involved in the dispute must agree to the use of alternative dispute resolution prior to using the method. If either do not agree, then the method may not be used.

During the time period when the administrator and the teacher involved in a dispute are utilizing alternative dispute resolution, the time limits of the internal agency grievance procedure must be tolled or suspended. If a settlement is not agreed to by the participants, then the time limits of the school's grievance procedure must be activated.

ADDENDUM

GENERAL INFORMATION

CSAC Appeal Procedures

1. **CSAC Appeal Officer**: The Personnel Representative of each CSAC school will serve as the department's appeal officer on the Advisory Committee. Appeal officers are non-voting members of the Advisory Committee for appealable actions. The appeal officer for one department will be called upon to act on behalf of the absent appeal officer.

2. **Forfeiture of Grievance Rights**: Failure of the grievant to proceed within the time limit set forth for any level of the procedures shall constitute a waiver of his/her right to proceed further with the grievance unless an extension is granted.

3. **Forms**: Each department has prescribed forms to initiate an internal grievance, appeal to the CSAC Advisory Committee, request for alternative dispute methods, or to waive the internal grievance procedure. For a grievance/appeal to be considered, the forms must be complete, contain the required information as listed in the forms, and be submitted within the timeframes specified. Contact your CSAC Appeal Officer regarding appeals to the CSAC Advisory Committee.

4. **Representation**: A teacher may be represented by up to two individuals of his or her choice throughout the grievance and appeal processes. The aggrieved teacher must be present at all grievance levels.

5. **Time Definition**: Days, unless otherwise specified as contracted days, means regular working days, exclusive of holidays.

6. **Time Extension**: Time limits specified in policy may be lengthened by decision of the administrator, the committee or the respective Director of the Division of Juvenile Services or the State Superintendent.

7. **Time for Processing**: In the event the grievance/appeal shall be processed during the basic school day, there shall be no loss of wages to any parties involved.

8. **Waiver of Grievance**: An agreement to waive the internal grievance procedure must be signed by the teacher and the school administrator and presented to the Advisory Committee on the department's prescribed form within ten days of the precipitating incident.

9. **Written Process**: All communication relating to the grievance/appeal must be in writing in lieu of a face-to-face response.

Internal Grievance Procedure

Each school will follow their respective internal grievance procedure. Refer to section 6.5 of the teacher policy manual for information relating to internal grievances and a definition of issues appealable to the CSAC Advisory Committee.

Appeals to the CSAC Advisory Committee

Certain issues may be appealed to the CSAC Advisory Committee as described in sections 2.9 and 6.5of the Teacher's Policy Manual provided such appeal is made in writing within ten days after receipt of the decision resulting from the internal grievance process. If a grievance is properly appealed to the Advisory Committee, the committee shall set a time to hear the appeal.* The following is a listing of procedural steps to aid in the process:

Step 1: Complete the CSAC appeal form

Step 2: Submit the completed form to your CSAC appeal officer along with all written documentation related to the internal grievance.

Step 3: If the appeal officer determines the appeal to be appealed to CSAC, the appeal officer will notify the Advisory Committee, arrange for a hearing date and time, and notify the teacher of the hearing schedule.

If the appeal officer determines that the appeal is unacceptable for appeal to CSAC, the teacher may appeal that decision directly to CSAC. The form and documentation, as described in Step 2, must be submitted to the neutral CSAC appeal officer who will notify the Advisory Committee. The Advisory Committee is responsible to see that procedural steps 3-5 are followed.

Step 4: Upon completion of the hearing, the Advisory Committee will notify the respective Director of Juvenile Services or the State Superintendent and the appellant of the committee's recommendation within five working days.

Step 5: The respective Director of Juvenile Services, with approval of the Director of DOCR, or State Superintendent, has 10 days from receipt of the Advisory Committee's recommendation to provide the Advisory Committee and the appellant with written notification of acceptance, rejection or modification of the committee's recommendation.

*Time Frame Exception: hearings subject to Section 2.9 will be scheduled in conjunction with the Office of Administrative Hearings.

APPEAL TO THE COMBINED SCHOOLS ADVISORY COMMITTEE (CSAC)

STATE OF NORTH DAKOTA

SFN 50669 (10/06)

PART I APPELLANT/SCHOOL IDENTIFICATION

Appellant's Name (Last, First, MI)			
Employing School	Work Unit/Division		
Immediate Supervisor	Title		
School Superintendent	Title		
Appellant's Mailing Address	City	State	Zip Code
Appellant's Title	Home Telephone No.	Work Telephone No.	

PART II GRIEVANCE/REMEDY IDENTIFICATION (This part must be completed.)

State the Grievance: (Be specific. Use additional sheets if necessary.)

☐ Contractual Issues ☐ Suspension/Discharge ☐ Non-Renewal

State the specific remedy(ies) sought to resolve this grievance:

Outcome of: (Check all that apply)

☐ Employer Disciplinary Action or Reprisal ☐ Internal Grievance ☐ Grievance Officer Decision

Date of notification of school superintendent's decision regarding the grievance (if applicable):

c: DOCR Grievance Officer
c: DPI Grievance Officer

PART III REQUIREMENT TO COMPLETE SCHOOL GRIEVANCE PROCEDURE

Before an appeal may be submitted to the CSAC, the contracted teacher must complete the grievance procedure of the school involved. However, if the teacher has obtained a waiver from the school superintendent, the teacher need not complete the school grievance procedure prior to appealing to the CSAC.

Employer actions of suspension without pay, dismissal and contemplated non-renewal by non-probationary contracted teachers are appealable to CSAC. Procedures for these purposes are included in the CSAC Grievance Procedures and Section 2.9 of the Teacher's Policy Manual.

PART IV TIME LIMITATIONS TO BEGIN THE APPEAL

A non-probationary contracted teacher who rejects the school superintendent's decision must submit their appeal on SFN 50669 to the CSAC through their CSAC grievance officer, within 15 days from receipt of the school superintendent's response or extension of the appeal time limit. A copy of any extension granted must be attached to the appeal.

A non-probationary contracted teacher who has been granted a waiver by the School Superintendent must submit their appeal on SFN 50669 to the CSAC through their CSAC grievance officer within 10 days from the date of the precipitating incident or any extension that has been granted. A copy of the waiver or any extension must be attached to the appeal.

PART V WAIVER

☐ I request a waiver of the internal grievance procedure.	
Appellant's Signature	Date
☐ I agree to and approve the waiver request. ☐ I do not agree to and do not approve the waiver request.	
School Superintendent's Signature	Date

PART VI CERTIFICATION

I certify that I am a non-probationary contracted teacher and that this appeal meets the applicable time limitations.	
Appellant's Signature	Date