



TEACHER POLICY MANUAL

Supplemental Human Resources Policy Manual for Contracted/Unclassified State Teachers

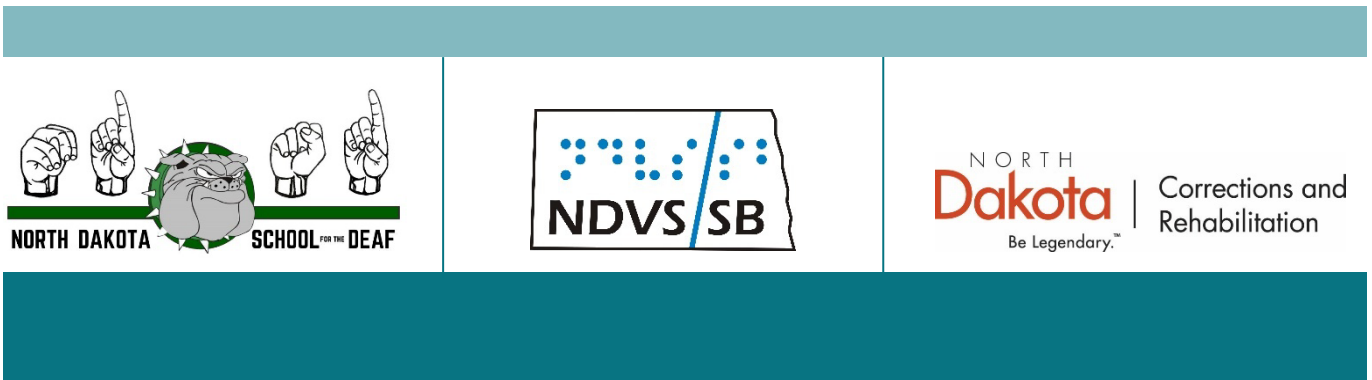


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CHAPTER 1: INTRODUCTION

SECTION 1. PURPOSE

The North Dakota Department of Corrections and Rehabilitation and the North Dakota Department of Public Instruction are proud to present a supplemental policy manual to all state unclassified/contracted 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. The purpose of this supplemental policy manual is to provide direction in those areas of human resource management that are important to the effective and efficient operation of the agency and that differ from classified state employees. The policies are designed to provide for fair, equitable, and consistent decisions on those matters relating to unclassified state teachers. The manual has no goal, objectives, or desire to, in any manner, adversely affect any individual teacher or department. Each department will remain autonomous while maintaining and promoting the shared direction of the policy manual.

SECTION 2. APPLICATION

The policies in this manual apply to all unclassified and contracted teachers. 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, employee assistance programs, and other applicable employment practices.

SECTION 3. REVISION AND DISTRIBUTION

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. It is the responsibility of the appropriate agency to distribute policy manual changes to employees.

SECTION 4. 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, the North Dakota Vision Services/School for the Blind, and the North Dakota Youth Correctional

Center. The schools meet the approval and accreditation standards of the North Dakota Department of Public Instruction.

- **Additional Contract Days:** refers to temporary contracts for days that are worked beyond the school year contract.
- **Administration:** refers to the school's superintendent or designee.
- **Advisory Committee:** Combined Schools Advisory Committee (CSAC) is comprised of five 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 highest-ranking 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 Rehabilitation. Duties include but are not limited to, recommending policy changes and interpretations, addressing legislative issues, and advising on job specifications, terms of employment, benefits, employment practices, salary schedules, and teacher contracts.
- **Committee Meetings:** CSAC meetings will be scheduled 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):** This term when 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 refer to 30 consecutive days.
- **Department:** refers to the North Dakota Department of Public Instruction and/or the North Dakota Department of Corrections and Rehabilitation.
- **Director:** refers to the Director of the North Dakota Department of Corrections and Rehabilitation.
- **Executive Committee:** Consists of the Director of the North Dakota Department of Corrections and Rehabilitation 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, dismissals, and grievances.
- **Full Committee:** refers to a combined meeting of the Advisory Committee and the Executive Committee.
- **Key Employee:** refers to an employee that each school determines as a "key" position 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:** is the amount of time that the school adheres to, as referenced in NDCC 15.1-06-04.

- **Master Agreement:** consists of this Teachers Policy Manual and an individualized contract that 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 are not determined through formal negotiations or representation. Any change to the policy manual will follow CSAC procedures.
- **Non-Probationary Teacher:** a full-time contracted teacher who has completed one year of contracted teaching with the respective department.
- **Part-Time Teacher:** 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.
- **Probationary Teacher:** 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.
- **School:** refers to one or all of the following state-approved and accredited schools: The Youth Correctional Center, North Dakota Department of Corrections and Rehabilitation; The North Dakota Vision Services/School for the Blind and the North Dakota School for the Deaf/Resource Center, North Dakota Department of Public Instruction.
- **School Calendar:** is a schedule of days of instruction as specified by NDCC 15.1-06-04.
- **School Year:** begins on July first and ends on June thirtieth the following year.
- **State Superintendent:** refers to the North Dakota 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/RC, 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.

- **Teacher Substitute:** is a non-contracted, licensed teacher occupying a position on a temporary basis, for a limited period of time.

CHAPTER 2: TERMS OF EMPLOYMENT

SECTION 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 to the Executive Committee for reconsideration of job specifications and salary schedules.

SECTION 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.

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

Newly hired teachers must be placed in the appropriate lane on the school's salary schedule. For the 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 the North Dakota Department of Corrections and Rehabilitation 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 verbal approval. Approval must be in writing, and a copy must be 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, resulting in receiving a 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, the salary of the teacher may remain above the maximum of the lane. This occurs only 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 to 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.

SECTION 3. 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

Optional deductions may include but are not limited to: health, life insurance, dental and TDA, vision, tax sheltered annuities, union/association dues, United Way, deferred compensation, YMCA, Medora Foundation, and AFLAC.

SECTION 4. SCHOOL YEAR

The school year includes instructional days as defined by NDCC 15.1-06-04.

Length of Day

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 workplace shall average 40 hours, and within that 40 hours shall include the below contracted duties:

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

SECTION 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 accredited, and its 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 reserves the right to take any action it deems necessary to ensure that appropriate educational services are being provided within their respective institutions.

SECTION 6. TEACHER LICENSURE

A license must be exhibited to the administration of the school. Prior to receiving the first month's salary, a teacher must exhibit the licensure to the 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.

SECTION 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 ESPB to have a direct bearing upon a person's ability to serve the public as a teacher, or the ESPB 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.

SECTION 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 1 and no later than May 1 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 current year. On or before May 1 in any year and not earlier than March 1, 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. 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 1, 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.

See Chapter 8 of the Teacher's Policy Manual for more information on non-renewal grievance procedures.

CHAPTER 3: TEACHER LEAVE AND BENEFITS

Contracted teachers employed by the State of North Dakota are eligible for numerous benefits that are an important part of their total rewards. This chapter outlines the leave and benefits available to contracted teachers, which differ from those for non-contract state employees.

SECTION 1. LEAVE APPROVAL AND REPORTING

The supervisor or administrator has the authority to approve leave. All individuals with the authority to approve leave are responsible for the recordkeeping and reporting required by the state payroll accounting system. These individuals also have the authority to make eligibility determinations and approve paid or unpaid leave.

Advanced/Planned Leave

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

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.

Unplanned Leave

If 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. It is the responsibility of the teacher to ensure their immediate supervisor or designee is informed as soon as possible. Failure to do this may result in disciplinary action up to and including termination.

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 before taking leave.

SECTION 2. PERSONAL LEAVE

A contracted teacher will receive four personal leave days at the beginning of each contract year. The usage of this leave shall be approved, without explanation, at such times that will least interfere with the efficient operation of the school.

Unused personal leave shall accumulate to a maximum of six days. Once the six (6) day maximum is reached, the leave shall remain at six days until a portion of or all days are used. Accrued personal leave in excess of the six-day maximum must be used prior to August 1 of each year. (Example: If a day is used by a certified teacher, five (5) days will remain. The following year, the five days would return to six days.)

Additional Contract Leave

Any additional contracts beyond nine 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 nine-month contract.

Teachers will not be able to accumulate more than six personal leave days when starting a nine-month contract.

Payment of Balance

All earned and unused personal leave is payable upon termination of employment, regardless of the reason for termination.

An employee may not be paid for unused personal leave while the employee remains in the service of the agency except when the employee takes a long-term leave of absence (six months or more).

SECTION 3. SICK LEAVE

A contracted teacher will receive ten days of paid sick leave each contract year. The ten days of sick leave will be issued at the beginning of the contract year. Unused sick leave will accumulate from year to year.

Prorated hours of sick leave will be granted to teachers in regular positions who work less than the standard 40-hour work week. When calculating earned sick leave, work time includes holidays and paid leave used. Temporary employees are not eligible to earn sick leave.

Sick leave may be used for the following reasons:

- The teacher is ill or injured and is unable to work.

- The teacher has an appointment for the diagnosis or treatment of a medically related condition.
- For the birth or placement of an adopted/foster child not to exceed six weeks (240 hours) within the first six months to care for the child. This applies to both parents. This does not prevent a teacher from using additional sick leave for the teacher's own illness, medical needs or health needs following the birth of the child.
- For the death of the teacher's child not to exceed 160 hours within six months following the death of the child.
- The teacher wishes to attend to the needs of the teacher's eligible family members who are ill or to assist them in obtaining other services related to their health and well-being. Eligible family members include the teacher's spouse, parent (natural, adoptive, foster and stepparent), child (natural, adoptive, foster and stepchild), or any other family member who is financially or legally dependent upon the teacher for financial or legal support.
 - Sick leave used for these purposes may not exceed eighty (80) hours per calendar year.
 - Upon approval, a teacher may take up to an additional 480 hours, per calendar year, of the teacher's accrued sick leave to care for the teacher's child, spouse, or parent with a serious health condition. A serious health condition is defined as a disabling physical or mental illness, injury, impairment, or condition involving inpatient care or outpatient care requiring continuing treatment by a healthcare provider. The agency may require the teacher to provide written verification of the serious health condition by a healthcare provider.
- The teacher is seeking services or assisting the teacher's spouse, parent, child, or sibling in obtaining services, relating to domestic violence, a sex offense, stalking, or terrorizing. At the discretion of the teacher's manager, the sick leave hours used for this purpose may be limited to forty hours per calendar year.
- The teacher is a participant in an employee assistance program.

For all uses of sick leave, the supervisor has the option to request verification from the teacher's healthcare provider. If the school is not satisfied with the healthcare provider opinion, it may request a second opinion from a doctor of its choice whose fee shall be paid by the school, and the teacher may jointly select a third healthcare provider 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.

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

Additional Contract Leave

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

This sick leave is cumulative with other sick leave earned.

Reinstatement/Transfer of Leave Balances

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 that 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.

Payment of Balance

A teacher with at least ten (10) continuous years of state employment who leaves employment with the state is eligible for payment of ten percent of their unused sick leave balance. Teachers may not be paid for unused sick leave while they remain in the service of the State of North Dakota.

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.

SECTION 3. OTHER LEAVE OPTIONS

Please refer to your agency's human resources policy manual for additional leave options.

These may include:

- Family Medical Leave Act (FMLA)
- Funeral Leave
- Honor Guard Leave
- Jury and Witness Leave
- Emergency Service Volunteer Leave
- Military Leave
- Organ or Bone Marrow Donation Leave
- Leave Without Pay

SECTION 4. SHARED LEAVE PROGRAM

Contracted teachers are not eligible to participate in the State's shared leave program.

SECTION 5. RETIREMENT BENEFITS

Teachers Fund for Retirement (TFFR)

Teachers who are determined eligible must participate in the Teachers Fund for Retirement (TFFR). See NDCC 15-39.1. For more information, contact the North Dakota Retirement and Investment office.

Deferred Compensation Plan

This is a supplemental retirement plan structured under Section 457 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 the North Dakota Public Employees Retirement System for more information.

SECTION 6. INSURANCE PLANS

Other group benefit programs are administered through the North Dakota Public Employees Retirement System (NDPERS). Information about each of the benefit programs can be obtained from the [NDPERS website](#). Teachers will utilize the NDPERS [Member Self Service portal](#) to enroll in benefit programs. For additional assistance, contact NDPERS through the website or by calling 701.328.3900 or call 800.803.7377 for a toll-free call.

Teachers are able to select their benefits within 31 days of initial employment or during annual enrollment periods, with an exception for life insurance applications, which become effective upon approval. These insurance/benefits include:

Health insurance: Group medical insurance is available to teachers who meet the eligibility requirements. To be eligible, teachers must be at least 18 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 for this insurance.

Group life insurance: Life insurance is available to teachers who meet the eligibility requirements. Each teacher automatically receives basic life insurance coverage and can purchase supplemental life insurance coverage. Evidence of Insurability may be required for supplemental coverage and is based on approval.

Dental and vision insurance plans: Optional plans available for purchase. The teacher is responsible for the full premium amount.

FlexComp Plan: An optional flexible spending account that allows teachers to set aside pretax dollars from their paychecks to pay for eligible expenses. Expenses include medical spending, dependent care costs, or eligible insurance premiums.

Employee Assistance Program (EAP): Provides confidential, voluntary, short-term assessment and counseling sessions for employees and families experiencing life problems of any kind. The EAP also provides:

- Intervention, assessment, referral, and ongoing consultation with supervisors or employees regarding problems in the workplace.
- Consultation and case management regarding challenging work site problems such as harassment, conflict resolution, violence, critical incidents, work performance, and change.
- Educational programs including training of State supervisory personnel on the use of EAP services and employee seminars.

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.

CHAPTER 4: GENERAL EMPLOYMENT PRACTICES

SECTION 1. RECORDS

Personnel files of teachers and records of Advisory Committee meetings are subject to the open records law. Please refer to your agency's Human Resources policy manual for more information on personnel records.

SECTION 2. OVERTIME POLICY

All personnel may be required to work outside the usual working hours or in excess of the standard forty-hour workweek whenever necessary to carry out the school's work or to facilitate the efficient use of equipment or personnel. Overtime will be determined based on the Fair Labor Standards Act (FLSA) exemption classification.

Exempt employee means an employee who is not subject to the overtime requirements of the Fair Labor Standards Act. Teachers are generally considered exempt under the Act.

Non-exempt employee means a employee who occupies a position that is subject to the minimum wage and overtime requirements of the Fair Labor Standards Act.

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.

Exempt Employees

Exempt employees, such as contracted teachers, are not required to be compensated for overtime. Actual hours of work are established on the following basis:

- Regular weekly and daily work schedules are observed when workloads and deadlines will permit.
- When workloads and deadlines are required, the working hours of the individual are increased to meet the need.

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 ensure that the physical and mental well-being 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.

Non-Exempt Employees

Non-exempt employees must be paid overtime. By agreement prior to the hours actually being worked, non-exempt employees must be given either monetary overtime compensation or compensatory time off, at a rate not to exceed time and one-half.

Please refer to your agency's Human Resources Policy Manual for more information on non-exempt overtime.

SECTION 3. 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 and second-year teachers, performance reviews will be done annually on or before March 15. Teachers are subject to departmental policies on performance evaluations.

SECTION 4. FIRST AND SECOND-YEAR TEACHER PERFORMANCE EVALUATIONS AND CONTRACT RENEWAL

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 and second year of teaching within the school. The evaluation should be in the form of written performance reviews, and the first review should be completed and available to first and second-year teachers no later than December 15.

Should a teacher fail to adhere to school policies governing conduct, the teacher is subject to disciplinary action, up to and including discharge. First and second-year teachers do not have appeal rights through the grievance procedure. The second review should be completed and made available no later than March 15 of each year. The administrator contemplating not renewing the contract of a first or second-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 decides not to renew the contract of a first- or second-year teacher, written notification of the decision of non-renewal must be given to the teacher no earlier than March 1 nor later than May 1. This requirement does not operate to prohibit a first or second-year teacher from being disciplined or dismissed prior to March 1 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- or second-year teacher by May 1 constitutes an offer to renew the teacher's contract for the ensuing school year.

SECTION 5. 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.

- 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.

- An unofficial or 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.
- 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 unofficial or official transcript showing credits earned must be submitted to the Administration to be eligible for a salary increase.
- In-service hours must be pre-approved by the school's administration.
 - 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.
- 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.

SECTION 6. 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 coursework. 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 NDDPI and ESPB.

SECTION 7. 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:

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

- 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.
- 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 different locations.

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 that 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. An employee who had previously been pre-approved for leave during an office closure will be charged leave accordingly.

Please see your agency's Human Resources policy manual for specific procedures relating to weather.

CHAPTER 5: TEACHER CONDUCT AND EXPECTATIONS

SECTION 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 2 of this chapter 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.

SECTION 2. VIOLATIONS OF SCHOOL EXPECTATIONS

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.

- 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 period

CHAPTER 6: SEPARATION AND REEMPLOYMENT

The State of North Dakota, as the employer, strives to ensure that teacher separations, including resignations, retirements, and dismissals, are handled in a professional manner with minimal disruption to the workplace.

Teachers are expected to notify administration in writing, of their intent to resign or retire. This notification will be placed in their personnel file.

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

SECTION 1. RESIGNATION

A contracted employee who decides to leave employment of the CSAC school at the end of their current contract is requested to submit a written resignation to Administration 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.

SECTION 2. RELEASE OF CONTRACT

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. Temporarily deny 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.

SECTION 3. LEAVING EMPLOYMENT

When a teacher separates from employment, all agency property must be returned, including but not limited to computers, laptops, monitors, books, furniture, headphones, work-related documents, building keys, state ID cards, credit cards, etc.

The school may present the teacher with an exit interview form to be completed and discussed as appropriate. Teachers should contact the school's administration to ensure that all necessary forms are completed for insurance and retirement benefits. Teachers are encouraged to contact the North Dakota Retirement and Investment Office and North Dakota Public Employees Retirement Office for information on their retirement and insurance plans.

SECTION 4. REDUCTION IN FORCE

Reduction in force means loss of employment due to a reduction in budget or spending authority, lack of work, curtailment of work, or reorganization. Administration will determine the number of positions to be reduced and the positions affected.

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: teachers who have satisfactorily completed their first year of teaching at the school

The school administration will conduct a written reduction-in-force analysis if more than one regular teacher occupies the division, work unit, or position targeted to be reduced. If a position to be eliminated is the only position in the division or work unit assigned for a reduction in force, no analysis will be required, but this fact must be documented.

The reduction-in-force analysis for non-probationary teachers must show a comparison of 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 reduction-in-force.
2. A comparative analysis of the number of years of service with the school will be made.
3. Review of the knowledge, skills, and required experience determined necessary to accomplish the work to be done following the reduction-in-force.
4. 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 at least two weeks in advance. If notification cannot be delivered in person, a certified letter must be sent to the last known address of the teacher. The written notification must include the reason(s) for the reduction-in-force, notice of grievance and appeal procedures as found in Chapter 8 of this manual, and outplacement services available to the teacher. A copy of the written notification will be placed in the personnel file to ensure that the termination of employment is recorded as a reduction-in-force for payroll purposes.

No regular teacher may be separated from employment due to a reduction-in-force when there are temporary teachers in the designated division or work unit performing the same or similar work or when there are probationary teachers with the same job classification in the designated division or work unit. A reduction-in-force may not be used as a substitute for addressing

disciplinary issues and must be made in a nondiscriminatory manner in accordance with NDCC 14-02.4-01 and any federal civil rights laws.

The school shall determine any outplacement services and the extent of those services made available to teachers who lose employment due to a reduction-in-force. Such services should be provided within a reasonable time period prior to and/or following termination of employment and may take the form of the following:

- Assistance in preparing, typing, copying, and mailing resumes.
- Typing, copying, and mailing employment applications.
- Excused leave for job interviews.
- Use of phone services.
- Referrals to other employers.
- Services from North Dakota Job Service, HRMS, and resources available to help the unemployed.

Approval by the school's administrator is required before a position that has been included in a reduction-in-force can be filled.

SECTION 5. REEMPLOYMENT FOLLOWING A REDUCTION-IN-FORCE

A teacher who has lost employment due to a reduction-in-force shall be considered an internal applicant for all positions within the previous school for which they were employed. If the teacher applies for an open position, they shall be offered reemployment if all of the following conditions are present:

- The position vacancy in the same classification or a lower classification in the teacher series and the vacancy will be filled by someone other than a current employee.
- The individual meets the qualifications determined by the school to be necessary for successful performance of the position and successfully completes any required examinations specified by the school including an oral interview(s).
- No more than one year has lapsed since the individual lost employment due to a reduction-in-force.
- The individual is not currently employed in a regular position in state service.

An individual who has lost employment due to a reduction-in-force and was denied reemployment has the right to file a grievance or appeal in accordance with NDAC 4-07-20.1-07 only on the basis that the school did not follow NDAC 4-07-11-07 or that the denial of reemployment was conducted in a discriminatory manner. The assessment of whether an individual meets the qualifications necessary for successful performance shall remain with the school. For grievance and appeal procedures, see Chapter 8 of this manual.

CHAPTER 7: DISCIPLINE

The State of North Dakota, as the employer, believes reasonable rules of employee conduct and performance standards are necessary. Rule violations and performance deficiencies are grounds for disciplinary action up to and including termination.

SECTION 1. PROGRESSIVE DISCIPLINE

Progressive discipline will be used to correct a teacher's behavior by beginning with a less severe appropriate action and progressing to a more severe appropriate action for repeated instances of poor job performance or for repeated violations of the same or similar rules or standards. Progressive discipline includes verbal warnings, written warnings, suspension (paid or unpaid), demotion, and dismissal.

Exceptions for the use of progressive discipline include:

- 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 coworker, 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.

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's expectations. A non-probationary teacher may be disciplined or discharged only for just cause.

Verbal Warning

A verbal warning is intended to change behavior or influence a teacher toward improved performance. The verbal warning shall describe the problem, how the behavior or poor performance is detrimental to the discipline and efficiency of the service in which the teacher is or was engaged, the performance or behavior expectations going forward, and the consequences if the performance, behavior, or misconduct continues. Verbal warnings must be documented in the manager's notes or records. A copy of the verbal warning shall be given to the teacher and agency Human Resources.

Written Warning

A written warning may be appropriate when a pattern of unacceptable performance is recognized or misconduct has occurred. A written warning typically follows, but is not required, after a verbal warning has been given. The written warning shall contain the same elements as

the verbal warning detailed above, in the form of a letter, memo, or official agency form, and signed by the manager and teacher. The written warning must be placed in the teacher's personnel file and a copy must be given to the teacher.

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 submit a grievance/appeal of the suspension following the procedures contained in Chapter 8 of the Teacher's Policy Manual.

Dismissal from Employment

This is the most severe disciplinary action and is intended as a final action. This level of discipline will normally be taken when previous disciplinary actions have been ineffective or severe misconduct. Dismissal from employment may be used earlier in the disciplinary process when it is necessary and consistent with the performance and misconduct.

Prior to the dismissal 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 allegations or charges and the supporting evidence, and provide an opportunity for the teacher to respond within five working days. A non-probationary teacher shall have the right to submit a grievance/appeal the dismissal to following the procedures contained in Chapter 8 of the Teacher's Policy Manual.

SECTION 2. NON-RENEWAL OF CONTRACT

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 Chapter 8 of the Teacher's Policy Manual.

SECTION 3. DISCIPLINE FOR ALLEGED CHILD ABUSE

Per NDCC 15.1-15-09, no teacher may be discharged, and no school may refuse to renew a teacher's contract solely because a report or suspected child abuse or neglect under section 50.25.1-05 alleges participation by the individual.

If a report of suspected child abuse or neglect under section 50-25.1-05 alleges participation by a teacher, the individual may be suspended pending the outcome of the case.

CHAPTER 8: GRIEVANCE COMPLAINTS-FILING AND APPEAL PROCEDURES

SECTION 1. GRIEVANCE INTRODUCTION AND RESPONSIBILITIES

The State of North Dakota, as the employer, provides a means for teachers to have their complaints or grievances made known, heard, and resolved at the level of supervision most directly associated with the teacher's work unit. The internal grievance purpose is to provide an orderly process for hearing teacher grievances and reaching a fair and equitable decision in a timely manner.

The teacher's internal grievance and appeal procedures differ from those of classified state employees.

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 file a work-related complaint or grievance by following the procedures outlined in this policy. It is the responsibility of all parties in a complaint or grievance action to be fully aware of the time limits imposed by this policy and the potential consequences of failing to meet those limits.

The ability of a non-classified/contracted or probationary teacher to grieve an employer action does not create a property interest in employment. Nothing in this policy changes the at-will employment status of non-classified/contracted teachers.

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

- Issues that are pending or have been concluded by direct appeal to the Executive Committee or through other administrative or judicial procedures.
- Temporary work assignments agreed to by the teacher in advance.
- Budget and organizational structure, including the number or assignment of teachers in the school.
- The manner and method of performing work assignments.
- Contracted benefits (i.e., holidays, conference leave, and personal leave). Unilateral administrative denial of benefits statutorily due a teacher may be grieved.

Teacher Responsibilities

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.

Teachers are responsible for complying with the procedures in this policy and all additional procedures required by the N.D. Administrative Code for filing a grievance or appeal. Prior to implementing the formal grievance procedure, a teacher may first consult with agency Human Resources. A teacher may be assisted by a representative of his or her choosing at any point in the process.

Employer Responsibilities

Managers must make a good-faith effort to resolve a teacher complaint or grievance at their level. They must attempt to provide a fair and reasonable resolution to teacher complaints or grievances within a reasonable time period. The immediate manager may wish to confer with the next higher-level manager in the process of resolving the issue. When the resolution sought is not within the authority of the manager to grant, the issue must be reviewed with the Administrator or designee

Throughout the grievance procedure, it is the responsibility of the employer to respond to the issues raised in the teacher complaint or grievance. Retaliation against a teacher for filing a grievance is strictly prohibited.

Alternative Dispute Resolution or Mediation

Alternative dispute resolution, commonly referred to as mediation, may be used to resolve disputes that occur within the agency. All parties involved in the dispute must agree to the use of mediation before mediation begins. During the time period when teachers involved in a dispute are utilizing mediation, the time limits of the internal grievance procedure must be suspended. If a resolution is not agreed to by the participants at the conclusion of the mediation process, the time limits of the agency grievance procedure must be activated. The mediator shall determine the date of the conclusion of the mediation process and notify the parties. Mediation records are exempt from open records in accordance with N.D.C.C. § 54-44.3-14.1.

Time Limits

The steps comprising the internal grievance process contain time limitations. A teacher should be allowed a reasonable amount of time to process a grievance during regular working hours without loss of pay. Occasionally, situations will arise beyond the control of management or the teacher that will prevent compliance with the time limitations. Time limitations may be extended for teachers by the appropriate Administrator or designee. Requests for extensions must be

made in writing and received by the appropriate Administrator or designee prior to the established deadline.

SECTION 2. GRIEVANCE PROCEDURE

Grievances can be submitted for employer and non-employer actions.

- Employer action is considered to be a decision to dismiss, demote, or suspend a teacher without pay, forced relocation, reduction-in-force, reprisal, or discrimination in employment.
- Non-Employer action is considered instances of actions by customers, vendors, or other third parties in the workplace that are considered to be discriminatory or harassing and the employer had the opportunity to respond but did not act.

Probationary teachers are limited to grievances related to issues of discrimination in employment.

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

A non-classified/contracted teacher may grieve employer and non-employer actions through the internal grievance procedure. Grievances and appeals from non-classified teachers are not appealable beyond the Executive Committee director or designee, except in claims of reprisal. Nothing in this provision changes the at-will employment status of non-classified/contracted teachers.

There are three steps to the internal grievance process. Grievances are to proceed until the teacher is satisfied, does not file a timely appeal, or exhausts the right to file a grievance or appeal.

STEP ONE:

A contracted teacher who is grieving the result of an employer action may file a written complaint. Unless a waiver of the agency grievance process is obtained under the provisions of Section 3 of this policy, the written grievance must be filed with the school's administrator or designee within 15 working days from the date of notice of the employer action, from the date of the reprisal action, from the date of the alleged discriminatory action, or from the date of the non-employer action. The teacher must also provide a copy of the grievance to the person who made the decision being grieved. The teacher should file the written grievance using [Employee Grievance form \(SFN 18409\)](#).

Failure to begin the procedure within the time limitations may cause the teacher to lose the right to appeal. The school Administrator or designee will acknowledge receipt of the grievance within five (5) working days of receipt and request from the person who made the decision a complete

copy of all material upon which the decision was based, including any written information provided to management by the teacher prior to the decision. Generally, the information considered will be confined to the information submitted. However, the school administrator or designee may determine to further investigate the issue(s).

STEP TWO:

If needed, an investigation will be conducted within 30 working days of the receipt of the complaint. The school administrator or designee will notify the teacher within five (5) working days of receipt of the complaint if an investigation will be conducted. The school administrator or designee will provide a response to the teacher within 15 working days following the completion of the investigation report.

If it is determined that an investigation is not needed, the school administrator or designee will review the written material and determine whether there was a reasonable basis to believe the allegations were true and support management's action. The school administrator or designee will issue a written response within 15 working days of the Administrator's receipt of the written supporting information. The written decision of the Administrator or designee ends the internal grievance procedure.

STEP THREE:

The teacher, if dissatisfied with the response or action taken by the school administrator or designee, or if no response is received from the school administrator or designee within the response period, may appeal the complaint to the appropriate Executive Committee director, either the Director of North Dakota Department of Corrections and Rehabilitation or the State Superintendent of Public Instruction. The grievance/appeal should continue to use SFN 18409. The grievance form must be delivered, mailed, or transmitted by electronic means and must be received in the appropriate Executive Committee director by 5:00 p.m. within 15 working days of the date of service of notice of the results of the agency grievance procedure or within 15 working days from the date of service of notice of the waiver of the grievance procedure. The date of service of notice shall be considered to be the date the notice was mailed, or the date transmitted by electronic means, or absent proof of the date of mailing or delivery through electronic means, the date of actual delivery. The school administrator or designee shall prepare a certificate of service, or provide reliable means, to show proof of the date of mailing, transmittal by electronic means, or hand delivery.

The Executive Committee director or designee shall notify the teacher of receipt of the grievance, properly review the issue, and give a final written response to the teacher within 15 working days of receipt of the complaint from the teacher. The final written decision of the Executive Committee director or designee ends the internal grievance procedure.

Failure on the part of the teacher to grieve the decision within the time prescribed shall be construed as acceptance of the determination at that point, and the same grievance shall not be accepted thereafter.

Investigations

If needed, an investigation will be conducted within 30 working days of the receipt of the complaint. The Executive Committee director or designee will notify the teacher within five (5) working days of receipt of the complaint if an investigation will be conducted. The Executive Committee director or designee will provide a response to the teacher within 15 working days following the completion of the investigation report.

If it is determined that an investigation is not needed, the Executive Committee director or designee will review the written material and determine whether there was a reasonable basis to believe the allegations were true and support the employee's allegation or support the action of management. The Executive Committee director or designee will issue a written response within 15 working days of the Executive Committee director or designee's receipt of the written supporting information. The written decision of the Executive Committee director or designee ends the internal grievance procedure.

SECTION 3. WAIVER OF AGENCY GRIEVANCE PROCESS

An agreement to waive the first two steps of the internal grievance procedure must be signed by the teacher and the school administrator and presented to the Executive Committee director.

The teacher's waiver request must be in writing, as must be the school administrator's or designee's approval or denial of the waiver request. The teacher must use [Employee Request for Waiver of Internal Agency Grievance Procedure form \(SFN 53730\)](#). The Administrator or designee and the teacher must sign form SFN 53730 within 15 working days from the date of the employer action. If the waiver is approved, the teacher may file a written grievance/appeal directly to the Executive Committee director. The appeal must be delivered, mailed, or transmitted by electronic means and must be received by 5:00 p.m. within 15 working days from the date of the approved waiver. An additional 15 working days is not available if the requested waiver is denied. Therefore, the teacher should act early to allow a possible waiver denial and still allow time to initiate the internal grievance process within 15 working days of the employer action.

SECTION 4. REPRISAL

Reprisal is defined as a retaliatory action against a teacher for filing a grievance or complaint of any type, for exercising the teacher's rights under the Public Employee Relations Act, NDCC 34-11.1-04; for testifying before a legislative committee, or for requesting timely assistance under the employee assistance program.

Reprisal is prohibited and 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 termination.

Policy Manual Revisions:

Revision Date	Chapter	Details
8/16/2024	All	Full policy manual revision: Updated formatting and clarified that this policy manual is supplemental to the agency's main HR policy manual. Removed duplicate policies that were found in both this manual and the agency HR policy manual (Equal Employment Opportunity and Drug-Free Workplace)
8/16/2024	Ch. 8	Grievance Policy: Updated and removed appeal to CSAC committee per Attorney General counsel opinion.
6/3/2020	Ch. 3 Section 4	Shared Leave: Removal of Sick and Personal shared leave due to Attorney General counsel opinion.
6/3/2020	Ch. 4 Section 5	Continuing Education: Added the ability to accept unofficial transcripts for teacher lane movements.