

TGU Staff Handbook for
Licensed & Non-Licensed
Employees
2020-2021



TGU SCHOOL DISTRICT #60

MR. ERIK SVEET, TGU SUPERINTENDENT

INTRODUCTION

This *Handbook* contains essential information about your employment with TGU. It describes your responsibilities as an employee and outlines the programs developed by TGU to benefit employees. Since this *Handbook* is the main resource outlining employee policies, all employees are expected to sign an acknowledgment that they have received and reviewed this *Handbook* and understand its application to their employment with TGU. It is meant as an outline of policies and procedures, it is not a contract of employee "rights," nor does it attempt to offer an answer for every situation. Retain the book for future reference.

If you have any questions concerning eligibility for a particular benefit, or the applicability of a policy or practice to you, you should address your specific questions to your supervisor, building administrator or the Superintendent. Some of the subjects described here are covered in detail in official policy documents. You should refer to these documents for specific information, since this *Handbook* only briefly summarizes those benefits. Please note that the terms of any written policies are controlling.

No employee handbook can anticipate every circumstance or question about employment policies. The need may arise to change policies described in the *Handbook*. The TGU Board reserves the right to revise, supplement or rescind any policies or portions of the *Handbook* as deemed appropriate.

SECTION 1. EMPLOYMENT

1.1 NATURE OF EMPLOYMENT

Licensed Contracted Teachers

You are employed with TGU under a contract titled Negotiations Agreement executed between the TGU Education Association and the TGU School Board. The contract is effective for one (1) year, July 1st to June 30th, at which time it will automatically renew for additional periods of one (1) year unless written notice is made by either party at least ninety (90) days prior to June 30th. TGU has the right to not renew your contract and you have the right to not renew your contract with TGU. If TGU decides not to renew your contract it will follow all the requirements mandated by North Dakota law in North Dakota Century Code (NDCC) sections 15.1-15-02 through 15.1-15-06.

Your benefits will be affected by your termination of employment, whether you choose to end your employment or TGU does. All accrued benefits that are due and payable at termination will be paid to you. Most benefits end when your employment ends with TGU. Some benefits may be continued at your expense if you so choose. You will be notified in writing of the benefits that may be continued and of the terms and conditions of such continuance.

Non-Licensed At-Will Employment

This *Handbook* is not a contract of employment. Your employment with TGU has no specified term or length; both you and TGU have the right to terminate your employment at any time, with or without advance notice with or without cause. This is called "employment at will." Changes to your at-will status may only be made in a separate writing, signed by TGU's Superintendent.

Your benefits will be affected by your termination of employment, whether you choose to end your employment or TGU does. All accrued benefits that are due and payable at termination will be paid to you. Most benefits end when your employment ends with TGU. Some benefits may be continued at your expense if you so choose. You will be notified in writing of the benefits that may be continued and of the terms and conditions of such continuance.

1.2 EQUAL EMPLOYMENT OPPORTUNITY

TGU provides equal employment opportunities to all employees and applicants for employment, without regard to race, color, national origin, disabling condition, age, gender, marital or veteran status, or sexual orientation

Equal employment opportunity applies to all terms and conditions of employment including, but not limited to, recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation, benefits, training, use of all TGU facilities and participation in TGU sponsored activities. Employees should contact their supervisor or TGU Superintendent to report any alleged unlawful acts of discrimination.

1.3 EMPLOYMENT APPLICATIONS AND BACKGROUND CHECKS

TGU relies upon the accuracy of information contained in the individual's employment application as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in TGU's exclusion of the individual from further consideration for employment or, if the applicant has been hired, termination his or her employment.

Candidates for employment with TGU may be asked to complete, date and sign TGU's standard employment application form. All new hires will have a criminal background check conducted by the ND Bureau of Criminal Investigation & the Federal Bureau of Investigation (FBI), and Finger Printing through local law enforcement, prior to working with children.

TGU reserves the right to request background checks on any of employees at any time after hire. If employees are found guilty of a felony after the initial background check, TGU reserves the right not to continue the employment relationship.

1.4 VERIFYING EMPLOYMENT ELIGIBILITY

TGU hires only United States citizens and foreign nationals who are lawfully authorized to work in the U.S. This policy applies to all outside applicants for employment or re-employment. The law imposes severe penalties if an employer fails to comply. New employees must be able to provide documentation that establishes their eligibility to work in the U.S. and properly complete, sign and date the first section of the Immigration and Naturalization Service Form I-9. Rehired employees must also complete the form.

1.5 OUTSIDE EMPLOYMENT

It is the policy of TGU that employees disclose outside employment opportunities, circumstances or situations to their supervisor or building administrator. An employee may hold a position with another employer as long as he or she satisfactorily performs his or her job responsibilities with TGU. Employees should consider the impact that outside employment may have on their health and physical endurance. All employees will be judged by the TGU's performance standards and will be subject to TGU's scheduling demands, regardless of any existing outside work requirements.

If TGU determines that an employee's outside work interferes with his or her job performance or the ability to meet the requirements of TGU or is a potential liability to TGU, the employee may be asked to terminate the outside employment if he or she wishes to remain employed with TGU.

1.6 MEDICAL EXAMINATIONS

TGU may require medical examinations of applicants. TGU will make a conditional job offer to an applicant, contingent upon the satisfactory completion of the exam. No medical examination will be required until after a conditional job offer is made to an applicant. TGU will pay for the medical exam.

1.7 EMPLOYMENT CATEGORIES

It is the intent of TGU to clearly define employment classifications so that employees understand their employment status and benefit eligibility. Each employee is designated as either NONEXEMPT or EXEMPT as determined by the federal Fair Labor Standards Act and North Dakota's wage and hour laws.

NONEXEMPT employees are paid an hourly wage and are entitled to overtime pay at the rate of 1.5 times the employee's regular hourly rate, for all hours worked on behalf of TGU beyond a 40-hour week.

EXEMPT employees are paid a salary; meet the exemption definitions under federal and state wage and hour laws; and are not entitled by law to overtime wages.

In addition to the above classifications, you belong to one other employment classification:

- **FULL-TIME:** Employees who are not in a temporary status and who are regularly scheduled to work TGU's full time schedule for at least the school year. Generally, they are eligible for TGU's full benefit package, subject to the terms, conditions and limitations of each benefit program.
- **PART-TIME:** Employees who are not in a temporary status and who are regularly scheduled to work less than TGU's full-time schedule for at least the school year. While they do receive all legally mandated benefits (such as workers' compensation and Social Security), they may not be eligible for all of TGU's other benefit programs.
- **TEMPORARY:** Employees hired as interim replacements to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status until notified of a change in writing. While temporary employees receive all legally mandated benefits (such as workers' compensation and Social Security), they are ineligible for any of TGU's other benefit programs.

Your supervisor, building administrator or Superintendent will inform you of your employment status.

1.8 PERSONNEL FILES

TGU maintains personnel files for each employee. It is important that some of the information such as marital status, home address, name and number of dependents, telephone numbers, emergency contact information and educational accomplishments remain current. It is your responsibility to promptly notify TGU of any changes in this information.

Your personnel record may include such items as:

- Application
- I-9 Form
- Performance reviews
- Disciplinary notices and memos
- Memos of commendation and achievement
- Professional Growth Reports
- Employment test results
- Educational achievement records
- Salary and job position history
- Transfer Request Forms
- Signed copy of Acceptable Use Policy Agreement
- Signed copy of Employee Acknowledgement Form

Your personnel file will not include any medical information, medical tests, drug and alcohol tests, and criminal background results. This information will be kept in a separate, confidential file. Any papers and documents relating to a problem or complaint handled through TGU's Grievance Procedure, and any papers and documents relating to a harassment or sexual harassment problem or complaint will be kept in a separate, confidential file.

Personnel files and confidential files are the property of TGU and access to the information they contain is restricted. Generally, only employees who have a legitimate reason to review information in these files are allowed to do so. With reasonable advance notice, you may review your personnel file and your confidential file, if any, but only in TGU's office and in the presence of the individual appointed

by TGU to maintain your files. You may make copies (at your own expense) or take notes, but you may not remove, deface or otherwise make notations on the documents in your file(s).

1.9 PERFORMANCE EVALUATIONS

Supervisors and employees are encouraged to discuss job performance and goals on an informal, day-to-day basis. Formal performance evaluations may be conducted to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

Formal performance evaluations will be conducted for licensed staff at least once during the school year. When completed, they will be in writing and will be signed by you and your supervisor. You will be able to respond to and/or comment on the evaluation. The written evaluation and your response/comments, if any, will be added to your personnel file.

Good performance evaluations are not a guarantee of wage, salary or benefits increases, job or career advancement or of continued employment with TGU.

You have the right to appeal a performance evaluation you do not agree with or believe is unfair and/or biased. If you wish to appeal an evaluation you must do so within ten (10) days of receiving a formal performance evaluation and in writing to the Superintendent.

The Superintendent will review your performance evaluation within five (5) business days of receiving your written appeal, including speaking with you personally about the review and why you feel it is unfair and/or biased. You will receive a prompt written response to this appeal and the results of the review.

A copy of the appeal, the Superintendent's review and any changes to your performance evaluation will be added to your personnel file.

1.10 HIRING OF RELATIVES

It is well accepted that employment of relatives and other persons close to an employee in the same area within TGU can cause serious conflicts and problems. In addition to claims of inequality, unfairness and partiality in an employee's treatment at work, personal conflicts between employees outside the workplace can be carried into the workplace and affect working relationships and employee morale.

It is TGU's policy that relatives of an employee and other persons close to an employee may be hired only if they will not be working directly for the employee or supervising the employee, unless specifically approved by the Superintendent.

If already employed, they cannot be transferred into such a reporting relationship. If the relationship is established after employment, the individuals concerned will decide who is to be transferred. If that decision is not made within 30 days, the Superintendent will decide.

In other cases where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment.

For the purposes of this policy, a "relative" means spouses, parents, children, brothers, sisters, brothers- and sisters-in-law, fathers- and mothers-in-law, grandparents, grandparents-in-law, stepparents, stepsiblings, and stepchildren. For the purposes of this policy, "other persons close to an employee" means girlfriends, boyfriends, significant others and same-sex partners.

SECTION 2. EMPLOYEE BENEFITS

2.1 BENEFITS

Employees of TGU are provided a wide range of benefits. A number of the programs (such as Social Security, workers' compensation and unemployment insurance) cover all employees in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors, including employee classification, and your supervisor or building administrator can identify the programs for which you are eligible.

The following benefit programs are available to eligible employees who meet the eligibility requirements of the benefit:

- Health Insurance
- Retirement Plan
- Holidays
- Deduction Bank
- Vacation Leave
- Sick Leave
- Hospitalization Leave
- Personal Leave
- Professional Leave
- Political Leave and Other Elective Office Leave
- Family and Medical Leave
- Bereavement Leave
- Jury Duty Leave
- Military Leave
- Sick Leave Share Bank

Some benefit programs require contributions from the employee, but many are fully paid by TGU.

2.2 PAID LEAVES

2.2 (a) Sick Leave

Sick Leave for personal illness, illness of immediate family, and medical appointments may be used by staff.

Licensed Contracted Teachers

Licensed staff shall receive 10 sick leave days cumulative to 90, per the current negotiated agreement, prorated due to part-time status.

Licensed staff members may request the exchange of up to two sick leave days per year for emergency leave days at the discretion of the building administrator.

Non-Licensed Staff

Non-Licensed Staff shall receive 10 sick leave days cumulative to 30, prorated due to part-time status.

2.2 (b) Hospitalization Leave

Hospitalization Leave, for the admittance of a staff member's father, mother, husband, wife, son, daughter, grandchild, brother, or sister may be granted up to but not exceeding, five days at full pay per school year. Leave must be approved by-administration. Hospitalization Leave is not cumulative.

2.2 (c) Long Term Sick Leave

Leave for a serious health condition will be granted in accordance with the District's Family Medical Leave Act (FMLA) policy.

2.2 (d) Pregnancy Disability Leave

Pregnancy Disability Leave shall be treated as any other sick leave and is subject to the limitations of the sick leave policy and Family Medical Leave Act (FMLA).

2.2 (e) Medical Certification

The administration has the right at its discretion to request medical certification as a prerequisite for the awarding of sick leave. In the event of such a request, sufficient medical evidence must be provided to the Superintendent indicating the nature of the disabling condition, the exact period of disability and the statement of a licensed health care provider verifying that the employee is unable to carry out his/her duties. In the event a second medical opinion is requested by the administration, the cost shall be paid by the Board.

2.2 (f) Sick Leave Share Bank

All TGU employees of full time status, with one **calendar** year of continual employment, including administration, licensed staff, and non-licensed staff, are eligible to participate in the TGU Sick Leave Share Bank on a voluntary basis. No employee shall be coerced, threatened, intimidated or financially induced into donating leave for the purpose of leave donating. Upon implementation of the policy current full time employees of TGU, with one **calendar** year of continual employment, will have a one-time option to become a member of the TGU Sick Leave Share Bank. The deadline to donate two days to the sick bank will be October 1, 2013. Employees hired after October 1, 2013 with a FTE will have a one-time opportunity to become a member of the TGU Sick Leave Share Bank after being continually employed by the District for one calendar year.

Employee must complete a required leave sharing agreement, must donate two days, and must retain a minimum of eight sick leave days in their individual accumulated sick day balance to participate.

2.2 (g) Bereavement Leave

Staff may use paid bereavement leave, not to exceed five days per school year. This leave is not cumulative.

2.2 (h) Jury Duty Leave

Employees summoned for jury duty and/or chosen for jury duty will receive paid jury duty leave for the duration of jury duty. You must show your jury duty summons to your supervisor or building administrator as soon as possible. You are expected to return to work whenever the court schedule permits.

Compensation received from the court must be reimbursed to the district, with the exception of mileage. You must request paid jury duty leave from your supervisor or building administrator on a form designated by TGU as soon as you receive your jury duty summons.

2.2 (i) Personal Leave

Licensed Contracted Teachers

Full time licensed staff shall be granted personal leave according to following scale:

Years at TGU	Leave per Year	Cumulative to
0-5	3	5
6-12	4	5
13+	4	6

Administration may deny personal leave when it would create a hardship for the district. All staff are encouraged to provide as much advance notice, as possible. Refer to 2.3 (a) for Unpaid Personal Leave.

Non-Licensed Staff

Full-time non-licensed staff shall be granted two days of personal leave. Part-time non-licensed staff shall be granted one day of personal leave. This leave is cumulative to three days.

Administration may deny personal leave when it would create a hardship for the district. All staff are encouraged to provide as much advance notice, as possible. Refer to 2.3 (a) for Unpaid Personal Leave.

2.2 (j) Professional Leave

Professional leave for attendance at conferences, workshops, conventions or for classroom visitations may be granted at the sole discretion of the administration.

2.2 (k) Vacation Leave

All twelve (12) month, non-licensed employees designated by TGU School Board as full-time are eligible for paid vacation days as determined by the Superintendent and approved by the Board. Please see your Employment Description for your specific vacation leave, if any.

A TGU-sponsored holiday that falls during an employee's vacation leave is considered a paid holiday and not a vacation day. An employee must work his or her regularly scheduled workdays before and after a vacation leave in order to be eligible to receive paid vacation leave. An employee must request vacation leave from his or her supervisor or building administrator on a form designated by TGU at least two (2) weeks prior to the requested leave, or as soon as possible for unforeseen events.

Upon termination, an employee will be paid for any vacation leave that has accrued, but remains unused.

2.3 UNPAID LEAVES

2.3 (a) Unpaid Personal Leave

A licensed or non-licensed staff member that has exhausted all of their allotted personal leave for the school year may request up to three additional days of leave without pay. An *Unpaid Personal Leave Request Form* must be submitted to administration at least three days prior to the requested leave date. Approved leave will be without pay. All additional unpaid leave will be at discretion of District Administration.

2.3 (b) Family and Medical Leave (FMLA) TGU Policy DDAA-BR Leave Description

Eligible employees may request and, upon approval use, unpaid family and medical leave in accordance with and for the applicable duration guaranteed by the federal Family and Medical Leave Act. Unless subject to an exception in law, FMLA shall be made available for up to a combined total of 12 weeks, beginning October 1 and ending September 30 of the next year.

Use of Other Leaves

Other available & applicable paid vacation, personal, family, sick, or other paid leave will be substituted for family and medical leave necessitate by birth, adoption/ foster care placement, a family member's serious health condition, and an employee's own serious health condition, qualifying exigency, or to care for covered service member in accordance with law. Any substitution required by this policy will count against the employee's family and medical leave entitlement. The District will pay family leave or sick leave only under circumstances permitted by the applicable leave plan.

Medical & Qualifying Exigency Certification

The Superintendent may request medical certification for an employee's or his/her spouse's, parent's, child's, or, when applicable, next of kin's serious health condition and shall do so in accordance with federal law and district regulations. The Superintendent may also request qualifying exigency certification when an employee requests such leave. An employee shall provide notice in accordance with regulations. If deemed necessary, the Superintendent may waive notice requirements.

Return to Work

An employee returning from family and medical leave will be given a position equivalent to his or her position before the leave, subject to the district's reassignment policies, negotiated agreement, and practices. Instructional employees may be required to wait to return to work until the next semester in certain situations as provided by law.

2.3 (c) Political Leave

Licensed employees who are elected to the North Dakota Legislature will receive an unpaid political leave for the purpose of serving during the regular session or special session of the legislature. You will not receive any salary or benefits from TGU while on political leave. You must request unpaid political leave from your supervisor or building administrator on a form designated by TGU at least sixty (60) days prior to the leave.

2.3 (d) Other Elective Office

Licensed employees who are elected to offices other than the North Dakota Legislature may receive unpaid elective office leave if such leave is necessary to fulfill the duties of the elected office. This leave will be granted at the sole discretion of TGU School Board.

Your salary and benefits will be prorated according to the duration of the leave. You must request unpaid elective office leave from your supervisor or building administrator on a form designated by TGU at least sixty (60) days prior to the leave.

2.3 (e) Military Leave

Licensed employees will receive unpaid military leave up to fourteen (14) days per school year for military training duty. You must show a copy of your orders for military duty to your supervisor or building administrator. You must request unpaid military leave from your supervisor or building administrator on a form designated by TGU at least two (2) weeks prior to the leave.

2.4 DEDUCTION BANK

Eligible Staff receive a deduction bank to pay for dental, vision and chiropractic care and any medical care not covered through group health plans. Each year a certain dollar amount will be placed in your deduction bank. Please see your contract or work agreement for the specific dollar amount.

You must present receipts for the care you received to the Business Manager in order to be reimbursed for your expenses, up to the maximum amount in your deduction bank. Payments will be disbursed in October, December, February, April and June. Requests for reimbursement should be submitted to the Business Manager by the 15th of each disbursement month you want payment. Dates of service must be from July 1st to last date of request, June 15th. You may not accumulate money in your deduction bank from year to year. Any amount not used by you in a year will be forfeited.

2.5 WORKFORCE SAFETY & INSURANCE

TGU provides a comprehensive workforce safety and insurance (WSI) program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, WSI provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

Employees who sustain work-related injuries or illnesses should inform their supervisor or building administrator immediately. No matter how minor an on-the-job injury or illness may appear, it is important that it be reported immediately. You may get these forms from your building administrator. This will enable an eligible employee to qualify for coverage as quickly as possible and for TGU to maintain a safe working environment.

2.6 CONTINUATION OF HEALTH INSURANCE ("COBRA")

TGU will comply with the Consolidated Omnibus Budget Reconciliation Act ("COBRA"). As the law changes, or as interpretations of the laws change, COBRA benefits may change accordingly. No attempt is made to cover all possible situations and circumstances that may arise. Therefore, as situations arise, employees should consult with the TGU Business Manager regarding their rights pursuant to COBRA.

COBRA provides certain former employees, retirees, spouses, former spouses, and dependent children the right to temporary continuation of health coverage at group rates. This coverage, however, is only available when coverage is lost due to certain specific events. Contact the TGU Superintendent or Business Manager for eligibility requirements or forms.

SECTION 3. WORK DAY, DUTIES, PAY AND TIMEKEEPING

3.1 DUTIES AND RESPONSIBILITIES

Licensed Contracted Teachers

- You are expected to perform the job duties outlined in your contract with TGU.
- You are expected to read, be familiar with and follow all TGU School Board policies and procedures outlined in the Student and Parent/Guardian Handbook and in this handbook.
- All employees are responsible for student discipline, including suspected bullying.
- When enforcing school rules, you should be respectful, consistent, fair and firm with students.
- If you need to be absent from work, you must notify your building administrator as soon as you are aware of your absence, but no later than 7:00 am on the morning of a school day. The administrator is responsible for obtaining substitute teachers.
- You are expected to have lesson plans prepared in advance and ready for a substitute teacher to use.
- You are expected to keep PowerSchool grades current and any other relevant information that can help in assisting students to achieve their maximum potential.
- Following the 3rd Monday in each nine-week grading period and thereafter, grade eligibility will be checked. Administrators will check eligibility at 9:00 am on Friday or the last day of the school week. Students who are ineligible cannot compete in co-curricular or extra curricular activities during that week. Students may be placed in an alternative setting until they are eligible.
- All teachers are strongly encouraged to attend TGU sponsored events, including concerts. Elementary teachers are required to attend their school building concerts. Elementary teachers that are unable to attend a concert or other TGU sponsored event must receive advance authorization to be absent from their building administrator.
- You are expected to communicate with employees, students, administrators and parents in a kind, courteous and professional manner at all times. Any written or oral communication referring to the school should include the name "TGU" before the town's name. **(TGU Towner or TGU Granville)**
- You are expected to hold formal conferences twice during the school year. You are encouraged to keep parents informed of their children's progress, about classroom activities and special projects through newsletters, notes, telephone calls, emails and other informal ways.
- All field trips must have prior approval from the building administrator. Overnight trips require Superintendent's approval. Request forms and parental permission forms must be completed prior to each trip. Requirements for chaperones for overnight trips will be determined by the administration.
- All TGU Employees, students and fans must recognize the importance of good sportsmanship during extra-curricular and co-curricular activities. TGU Employees and adult supervisors are responsible for modeling appropriate behavior and establishing appropriate standards and guidance for participants. Failure by coaches/advisors and students to meet these standards could result in possible loss of the privilege to participate in any or all district programs.

Non-Licensed Staff

- You are expected to perform the job duties outlined in your Employment Description and Job Description. You are expected to read and comply with all TGU School Board policies outlined in the Student/Parent/Guardian Handbook and in this employee handbook.
- All employees are responsible for student discipline, including suspected bullying. When enforcing school rules, you should be respectful, consistent, fair and firm with students.
- You must notify your supervisor or building administrator prior to the start time of your job if a substitute will be needed for your job.
- You are expected to communicate with employees, students, administrators and parents in a kind, courteous and professional manner at all times. Any written or oral communication referring to the school should include the name "TGU" before the town's name. **(TGU Towner or TGU Granville)**
- You are not expected to perform special services for teachers unless your building administrator has approved the request for special services.
- All TGU Employees, students and fans must recognize the importance of good sportsmanship during extra-curricular and co-curricular activities. TGU Employees and adult supervisors are responsible for modeling appropriate behavior and establishing appropriate standards and guidance for participants. Failure by coaches/advisors and students to meet these standards could result in possible loss of the privilege to participate in any or all district programs.

3.2 WORK SCHEDULES & TIMEKEEPING

Licensed Contracted Teachers

Teachers will begin their workday at 8:00 a.m. and will continue until 30 minutes after the student's school day ends. A teacher's schedule will include classroom preparation time during the school day.

Non-Licensed Staff

Accurately recording time worked is the responsibility of every employee. TGU complies with applicable federal and state laws that require TGU to maintain records of the hours worked by nonexempt employees.

To ensure that accurate records are kept and that you are paid in a timely manner, you must accurately record your own hours worked on a time record, provided by TGU. You will be paid based on the accurate hours recorded on your time record. Employees using a time card, must punch the time clock when the work day starts and ends. Failure to punch your time card may lead to loss of pay, unless verified by your supervisor. If changes are made to your time record, both you and your supervisor must verify the accuracy of the changes by initialing the time record. All nonexempt employees must record all overtime hours worked. You are not allowed to punch another employee's time card for them.

Nonexempt employees should report to work no earlier than five (5) minutes prior to their scheduled start time and should stay no more than five (5) minutes after their scheduled end time, unless they have received authorization to work overtime (see Section 3.2 below).

Altering, falsifying, and tampering with time records, or recording time on another employee's time record will result in disciplinary action, up to and including termination.

3.2 (b) OVERTIME

When operating requirements or other needs cannot be met during regular working hours, you may be asked by the building administrator or Superintendent to work overtime. You are required to work all overtime hours assigned to you by the building administrator or Superintendent. All overtime work must receive prior, authorization by your supervisor, building administrator or Superintendent. Overtime work will be distributed as equitably as practical to all nonexempt employees qualified to perform the required work.

Overtime pay is paid to all nonexempt employees in accordance with federal and state wage and hour laws. Overtime work means all actual hours worked over forty (40) hours per week. Time off on sick leave, vacation leave, holidays with pay or any other leave will not be considered hours worked for purposes of calculating forty (40) hours per week.

The Superintendent will determine whether you have the option of receiving overtime compensation as cash or compensatory time off. Your Employment Description shows whether you have this option. If you do not have this option any overtime hours you work will be paid to you in cash (included in your regular payroll check).

If your overtime hours are compensated by compensatory time off, you will receive 1½ hours of time off for each overtime hour worked. You may accumulate up to a maximum of 240 hours of compensatory time off. Any additional overtime hours worked will be paid to you in cash (included in your regular payroll check) based on your regular rate of pay at the time you receive the cash.

An employee may use compensatory time off within a reasonable period of time after making the request for time off to his or her building administrator, provided the requested time off does not unduly disrupt the operations of the employee's office or department.

Upon termination, employees who have accrued compensatory time off shall be paid for any unused compensatory time off at a rate of pay not less than: (1) the average regular rate of pay received during the last three years of employment; or (2) the final regular rate of pay received by an employee, whichever is higher.

Nonexempt employees who work overtime without receiving prior written authorization from their building administrator or

Superintendent will be subject to disciplinary action, up to and including termination.

3.3 PAYDAYS

Payments will be made on the 10th and 25th of each month or the day before that if it falls on a weekend or holiday. All payments made electronically through direct deposit.

3.4 PAY ADVANCES

TGU will not provide pay advances or extensions of credit on unearned wages to employees.

3.5 ADMINISTRATIVE PAY CORRECTIONS

TGU takes all reasonable steps to assure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday.

In the event there is an error in the amount of pay, you should promptly bring the discrepancy to the attention of your supervisor or Business Manager so that corrections can be made.

3.6 PAY DEDUCTIONS

The law requires that TGU make certain deductions from every employee's compensation. Among these are applicable federal, state and local income taxes. TGU also must deduct Social Security taxes on each employee's earnings up to a specified limit that is called the Social Security "wage base". TGU matches the amount of Social Security taxes paid by each employee.

TGU offers programs and benefits beyond those required by law. Employees who wish to participate in these programs may voluntarily authorize deductions from their paychecks. You must authorize these deductions in writing. If you do not understand why deductions were made or how they were calculated, your supervisor or building administrator can answer your questions.

Other deductions may involve pay deductions taken by TGU, usually to help pay off a debt or obligation to TGU or others. This can include court-ordered garnishments of an employee's wages.

3.7 ELIGIBILITY TO PARTICIPATE IN 403 (B) PLAN

TGU maintains a 403 (b) plan for eligible employees of the District. The plan allows eligible employees to make pre-tax salary reduction contributions into investments selected by each employee from a list of authorized investment vendors available under the plan. These contributions grow tax deferred until withdrawn by you from the plan.

All common law employees of the District, except student teachers and student workers are immediately eligible to participate making salary reduction contributions on a pre-tax basis under the plan. For administrative reasons, any eligible employee wishing to participate in the plan must contribute at least \$200 per calendar year. Contact the Business Manager for more information.

3.8 INCLEMENT WEATHER

A decision to close TGU due to inclement weather shall be at the discretion of the Superintendent. Staff will be notified by Power Alert. Should an employee choose not to attend work or leave early due to inclement weather when TGU is still open, that employee is expected to inform his or her supervisor or building administrator as soon as possible. **Employees will have that time off charged to personal or unpaid leave.**

3.9 ATTENDANCE AND PUNCTUALITY

TGU expects its employees to be reliable and to be punctual in reporting for scheduled work. If you cannot avoid being late to work or are unable to work as scheduled, you must notify your supervisor or building administrator as soon as possible in advance of being tardy or absent.

Excessive absenteeism and tardiness are disruptive to the TGU school operation and will not be tolerated. Poor attendance and tardiness will lead to disciplinary action, up to and including termination.

3.10 MEAL PERIODS

Staff are entitled to one meal period at least thirty (30) minutes in length each workday. Supervisors will schedule meal periods to accommodate operating requirements. You may request an alternative meal period with your supervisor.

SECTION 4. WORK POLICIES

4.1 USE OF COMMUNICATION SYSTEMS

Staff are required to reimburse TGU for charges resulting from personal use of district telephones, electronic devices, fax and copy machines. Staff should refrain from using personal electronic devices for during class time.

4.2 COMPUTERS, NETWORK SYSTEMS AND ELECTRONIC EQUIPMENT

All computer, electronic and telephonic documents and communications transmitted by, received from or stored in TGU's equipment are the property of TGU, including e-mail, voice mail, on-line services, the Internet, World Wide Web and computer files. An employee's computer files and electronic and telephonic communications including e-mail, voice mail, on-line services, the Internet and World Wide Web, are not private and TGU may inspect or monitor them at any time, at TGU's discretion. Personal searching (surfing), accessing pornographic sites, accessing entertainment sites (including games), sending and receiving excessive number of e-mails, copying commercial software in violation of copyright laws, using the network for financial gain, commercial activity or for any illegal activity, changing computer files and settings, and downloading software, music or videos are prohibited.

TGU's nondiscrimination, anti-harassment and bullying policies apply to e-mail, fax, voice mail and all other electronic communications. Derogatory, obscene, harassing, discriminating, inappropriate or unprofessional electronic and telephonic communications, including e-mail, voice mail, fax, on-line services, the Internet and World Wide Web, are prohibited.

You must sign the Acceptable Use Policy Agreement and Laptop/iPad Agreement and Care Guidelines before you can use TGU's computers, technology and network systems. If you do not sign the Agreement agreeing to its terms you will not be allowed to use TGU's computers, technology and network systems. If you violate the terms of the Agreement and the provisions included in this section, you may lose your privileges to use TGU's computers, technology and network systems and may be subject to termination as well as any legal consequences.

4.3 USE AND/OR POSSESSION OF TOBACCO PRODUCTS

The use of tobacco products by all school employees on district property, in district vehicles, and at school-sponsored events (whether on or off district property) is prohibited. This includes all events sponsored by the school and all events on school property that are not sponsored by, or associated with, the school.

The District will not allow advertising of tobacco products in school buildings, on school property, at school functions, on district property, or in any school publications. This includes clothing that advertises tobacco products.

The District will not accept any gifts (such as curriculum, book covers, speakers, etc.) or funds from the tobacco industry. Violations are outlined in the District's Tobacco Policy (4-04, 5-05, 8-05)

You share in the responsibility of enforcing this policy. If you observe a violation, report the violation as follows:

- If a student, to the appropriate principal;
- If a TGU employee, to the appropriate supervisor; and
- If anyone else, to the appropriate building administrator or other TGU supervisor responsible for the area, program or event where the violation occurred.

"Tobacco" includes any cigarette, cigar, pipe, blunt, bidi, clove cigarette, e-cigarette, puff it vaporizers, any other tobacco product, and spit tobacco, also known as smokeless tobacco, dip chew and snuff, in any form.

"Tobacco use" means carrying or having in one's possession a lit tobacco product as defined above and chewing smokeless tobacco, dip, chew or snuff in any form.

"Use" means chewing, lighting, smoking and any other usage of any tobacco product. This excludes any FDA-approved nicotine replacement therapy.

4.4 USE OF EQUIPMENT AND VEHICLES

TGU's owned or leased equipment, property and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using this property, you are expected to exercise care, perform required maintenance and follow all operating instructions, safety standards and guidelines.

You are to notify your supervisor or building administrator immediately if any equipment, machines, tools or vehicles appear to be damaged, defective or in need of repair. Prompt reporting of damages, defects and the need for repairs could prevent deterioration of equipment, tools and vehicles and possible injury to employees or others. Your supervisor or building administrator can answer any questions about your responsibility for maintenance and care of equipment or vehicles used on the job.

An inventory of tools and equipment will be made periodically. If TGU determines that an employee is negligent in the use and/or storage of tools and equipment or they are lost or stolen, the employee will be asked to replace the tool or equipment at the fair market value or the cost of the item will be deducted from the employee's paycheck. When leaving a work area, you are required to return all tools and equipment to designated storage areas.

Use of TGU's owned or leased equipment, property and vehicles is for official TGU business only. Any personal use of these vehicles, property or equipment requires the advance written approval of your supervisor or building administrator. A request form must be filed in the TGU school office and applicable fees paid. Employees who drive TGU's owned or leased vehicles are not to allow any other individual to drive the vehicle. Employees who drive TGU's owned or leased vehicles must have a valid driver's license and provide proof of personal insurance coverage. Employees are not allowed to use and/or possess alcohol, tobacco and/or any controlled substances in TGU's owned or leased vehicles. You may be required to reimburse TGU for damages to a TGU owned or leased vehicle when damages are a result of your recklessness or negligence. You may not be allowed to drive a TGU owned or leased vehicle because of your recklessness and/or negligence. All violations of traffic laws and fines levied as a result of those violations are the exclusive responsibility of the employee-driver.

4.5 CONFIDENTIAL INFORMATION

The protection of certain proprietary and sensitive information ("Confidential Information") is vital to the interests and success of TGU. Such Confidential Information includes, but is not limited to:

- Compensation data
- Computer software programs or licenses owned by TGU
- Financial information
- Labor relations strategies
- Pending projects and proposals
- Planning and bidding strategies

- Pricing information
- Research and development strategies
- Technological data
- Information about vendors
- Information about students

Any employee who improperly uses or discloses Confidential Information to any third party will be subject to disciplinary action, up to and including termination, even if the employee did not actually benefit from the disclosed information. All Confidential Information is the sole property of TGU and may not be removed from TGU's premises or stored outside TGU (either in written, computer or electronic form) unless approved by the Superintendent.

4.6 PROFESSIONAL STUDY

Licensed Contracted Teachers

All licensed staff are expected to maintain current licensure through the State of North Dakota. Participation at all TGU Professional Development Days are mandatory.

Your contract will be amended to reflect the additional salary if verification is made to the superintendent and business manager prior to the beginning of the school year. Contract amendments will not be made after the beginning of the school year.

4.7 STUDENT SUPERVISION AND DISCIPLINE

You are responsible for all students assigned to you and you should not leave students unsupervised. If you require a student to be at school other than the hours posted for your school you must directly supervise the student. You must remain in the school building until all students have left. Turn off lights, shut down equipment and lock all doors.

During school hours you should be visible to students as they pass from class to class. Your building administrator may assign you noon and/or morning duty. When you are assigned these duties, you will not be required to pay for your meals during the applicable time periods.

You are responsible for disciplining students. You are expected to follow the student discipline policies in TGU's Student and Parent Handbook and TGU's Policy Manual (see your building administrator for copies of these policies).

4.8 REDUCTION-IN-FORCE POLICY

Licensed Contracted Teachers

The Board shall have the sole right to determine the necessity for and scope of a reduction in force for reasons including, but not limited to, lack of funds, uncertainty of funds, declining enrollment, or other reasons of necessity.

Criteria

The Superintendent shall recommend teachers in accordance with the following criteria:

- Attrition, including retirements and resignations.
- When attrition is not sufficient to alleviate the necessity for reduction in force the Board shall retain teachers with the greatest adaptability to meet present and future District staffing and educational needs.
- When teachers within the same area of licensure are deemed to be of equal adaptability the Board shall retain the teacher with the superior academic and professional preparation, beyond minimum licensure requirements in his or her teaching field.
- When teachers are deemed to be of equal adaptability and have equal academic and professional preparation within their teaching fields, the Board shall retain the teacher who has taught in the TGU District, including years in the former Towner, Granville, and Upham District, for the longer period of time.

Notice & Hearing

If a decision is made to reduce the teaching staff, any teacher affected thereby shall be given such notice and hearing as may be required by law.

Recall Rights

Any teacher who is non-renewed under the provisions of this policy may request and shall be given consideration for teaching vacancies for which said teacher is qualified and which occur within 12 months after receipt of written notice of the nonrenewal decision. It shall be the sole responsibility of said teacher to provide the district with a current address. Any teacher who is offered re-employment hereunder and fails to accept the same within fifteen (15) days after it is offered shall be deemed to have rejected said offer and shall forfeit all future recall rights if an offer of employment at least equivalent to the RIF'ed contract is rejected.

4.9 REPORTING CHILD ABUSE AND NEGLECT

Any Staff who has knowledge or reasonable cause to suspect child abuse or neglect of a student is requested to advise your building administrator of the suspected abuse or neglect, immediately, prior to a report being filed with the Children and Family Services Center of the Department of Human Services Board of North Dakota and/or to the Area Human Services Center.

Your report of child abuse or neglect can be made orally; however, a written report must follow within forty-eight (48) hours. Written reports should be made on the appropriate form (available from your building administrator) and in duplicate. The original should be sent to the Area Human Services Center and the copy given to your building administrator.

A school counselor's duty to hold communications with students confidential and privileged does not extend to child abuse or neglect. A school counselor must report child abuse or neglect as outlined in this section.

Any staff who willfully fails to report a case of known or suspected child abuse or neglect, or permits or encourages the unauthorized disclosure of reports made or confidential information obtained, is guilty of a class B misdemeanor.

4.10 SOLICITATION

Persons not employed by TGU may not solicit or distribute literature, materials, goods, contest promotions or requests for donations in the workplace at any time for any purpose, without the prior authorization of a building administrator.

4.11 DRESS CODE

TGU's dress code is professional business attire, including proper grooming. Shorts will only be permitted during warm weather, with prior permission from your building administrator. Staff may wear jeans every Friday or the last day of a school week by paying a \$1.00 fee or \$35.00 for the entire year (with exceptions of Casual Week Fundraisers).

4.12 DISCIPLINARY PROCESS

Occasionally, it becomes necessary for TGU to take disciplinary action against an employee. Disciplinary action will result when an employee violates any of the policies contained in this handbook. The severity of the disciplinary action depends on the nature and frequency of the offense.

Disciplinary action can range from oral warning(s), to written warning(s), to temporary suspension from work to termination. TGU reserves the right to take any disciplinary action, up to and including termination, it deems appropriate. Disciplinary action by TGU will be applied uniformly, consistently and fairly among all employees.

4.13 GRIEVANCE PROCEDURE

As per, NDCC 14-02.4-19, an employee with a discrimination complaint must first seek redress through his/her employer's discrimination grievance policy before filing a complaint with the ND Department of Labor or in court.

Misunderstandings and problems sometimes occur between employees and between employees and management. Because such conflicts can have an adverse impact on the quality of the employment relationship and on job performance, TGU desires to assist employees in resolving misunderstandings and problems at work.

To effectively and promptly resolve problems, conflicts and complaints, employees should follow the Grievance Procedure shown below. It is designed to give you a fair and equitable forum to be heard. This procedure is for all problems, conflicts and complaints other than harassment and sexual harassment complaints. The procedure for resolving harassment complaints is contained in Section 4.15 below.

This Grievance Procedure is a guideline for resolving problems. Implementing this Procedure does not in any way prevent, limit or delay TGU's right to take disciplinary action, including immediate termination, without prior warning or notice to an employee and without following the progression of steps in the Procedure, when TGU believes such action is appropriate. Disciplinary action by TGU will be applied uniformly, consistently and fairly among all employees.

Meetings held under this Procedure will generally be conducted on non-school time and at a place that will afford a fair and reasonable opportunity for all persons involved to be present.

At any time throughout the Grievance Procedure you may have a representative of your choosing assist you in resolving your grievance.

Grievance Procedure

1. First, contact your supervisor and talk with him or her about the problem, conflict or complaint. Supervisors have the duty and responsibility to address and resolve all problems, conflicts and complaints raised by employees, no matter how insignificant or trivial they may seem to the supervisor. Your supervisor will promptly investigate the problem, conflict or complaint & give you a response within five (5) business days of your discussion with your supervisor.

2. Second, if you feel you have not received an acceptable resolution to the problem, conflict or complaint or have not received a response from your supervisor, you may file a written grievance with your supervisor. You may file a written grievance provided that the problem, conflict or complaint giving rise to the grievance still exists at the time you present the written grievance or did exist no more than fifteen (15) days prior to the time you present your written grievance. Your supervisor must promptly investigate the grievance and give you a written response within ten (10) days of you presenting your written grievance.

3. Third, if you are not satisfied with the resolution of your grievance or the time period ends without a response from your supervisor, you may present your written grievance to the Superintendent. You must do this within four (4) days of receiving your supervisor's written response or within fourteen (14) days of presenting your written grievance if your supervisor fails to give you a written response within the time period. The Superintendent may refer your grievance to a designated representative or may personally work with you on resolving your grievance. The Superintendent or designated representative must promptly investigate the grievance and give you a written response within ten (10) days of you presenting your written grievance to the Superintendent.

4. Fourth, if you are still not satisfied with the resolution of your grievance, you may appeal the Superintendent's decision to the School Board within five (5) days after receiving a written response from the Superintendent. Your appeal must be in writing. The School Board must promptly investigate your grievance and give you a written response within five (5) days of you filing the appeal with the School Board.

5. Fifth, if you are still not satisfied with the resolution of your grievance, you may request binding arbitration within ten (10) days after receiving the School Board's written response. This request must be in writing to the School Board. Within ten (10) days of receiving your request for arbitration, you and the School Board will appoint a mutually acceptable neutral third party as the arbitrator. Within ten (10) days of the arbitrator's appointment, the arbitrator shall fully investigate your grievance, consider the opinions of all parties concerned, interpret the terms of your employment and submit a written decision to you and the School Board. The arbitrator's decision is final and binding.

6. All statements, investigation reports, papers and documents, including the arbitrator's final decision, will be filed with the Business Manager and copies placed in a confidential file separate from your personnel file.

Written Grievance means a statement containing your name, address and telephone number; school building where you work, its

address and telephone number and name of principal; summary of the problem, conflict or complaint and why you believe it occurred; and your requested remedy/resolution. Your grievance must be directly related to the terms and conditions of your employment. You must be present at each step of the Grievance Procedure.

Day means a school day and the time periods shown in the Grievance Procedure are maximum limits.

TGU will not tolerate any form of retaliation against an employee who uses this Grievance Procedure. No employee or administrator shall discriminate against, coerce, intervene or otherwise retaliate against any employee, administrator, witness or representative for his or her involvement in any way in the Grievance Procedure. Any employee or administrator who retaliates will be subject to discipline, up to and including termination.

4.14 COMPLAINTS ABOUT PERSONNEL

In order to provide an effective procedure for responding to complaints in a manner that is in the best interests of promoting better educational opportunities for children, complaints will be handled as follows:

Complaints should be resolved at the lowest possible level of authority. If the complaint cannot be satisfactorily resolved at that level, the complaint shall be directed to the principal or other supervisor directly responsible for supervision of that employee. The principal/supervisor shall:

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

To be considered for investigation, any such complaint must have been filed within 180 days of the alleged occurrence. (Exception to the 180 days would be an accusation of sexual abuse.) The District has a separate investigation procedure for complaints of harassment and/or discrimination.

4.15 SIGNIFICANT CONTAGIOUS DISEASES

On an annual basis, all employees of the school district will receive appropriate training materials which address significant contagious disease prevention. Those employees designated to teach significant contagious disease prevention to students will receive additional training from qualified health care professionals.

No employee may tell anyone of an affected person's or student's disease. If an employee learns this information he or she must keep that information confidential. No employee may release any information to the public either confirming or denying the presence within TGU of a person or student with a significant contagious disease. The Superintendent is the official spokesperson for TGU regarding significant contagious diseases.

4.16 EMPLOYEES WITH DISABILITIES

TGU complies fully with the Americans with Disabilities Act, as well as state disability laws that protect a qualified individual with a disability. We are committed to treating individuals with physical or mental impairments, including individuals with AIDS, ARC, significant contagious diseases, cancer and heart disease, without discrimination in any area of work, including pre-employment, application, hiring, promotion, compensation, training, benefits, supervision and evaluation.

Employment opportunities with TGU are based on the individual's ability to do the job. TGU is committed to making reasonable accommodations to applicants with a disability to help them apply for a job and to qualified employees with a disability to help them perform the essential functions of their job. Make your request for a reasonable accommodation to your supervisor. The Superintendent will meet with you to discuss your request.

Medical information on individual employees is treated with strict confidence, including employees with disabilities. TGU will take all reasonable precautions to protect such information from inappropriate and illegal disclosure. Medical records cannot be disclosed to any other person, company, corporation or other entity by TGU, in the absence of a court order, except where you have signed a release that specifically authorizes TGU to disclose such records to the requesting party. Anyone disclosing such information without proper authorization is subject to disciplinary action, up to and including termination.

4.17 DRUG AND ALCOHOL USE

The District enforces the Drug-Free Workplace Act. The District prohibits employees from unlawfully manufacturing, distributing, dispensing, possessing or using a controlled substance or alcohol on district property and grounds, in any vehicle belonging to the District, and at any school-related activity.

Awareness Program: The Superintendent shall create an employee drug-free awareness program in accordance with federal law.

Policy Dissemination: The Superintendent shall give a copy of this policy to each employee and maintain documentation of receipt of this information.

Violation Reporting: As a condition of employment, each employee shall agree to abide by this policy and notify the Superintendent of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. The Superintendent, in accordance with law, will notify the appropriate federal agency after receiving any

notice of a conviction for a violation occurring in the workplace. An employee is also required to inform his/her immediate supervisor when the employee's ability to perform job duties is impaired due to on- or off-duty controlled substance use.

Violations: Violations of this policy may result in the following:

- Mandatory participation in a rehabilitation program.
- Unpaid leave or suspension.
- Termination of employment. Due process procedures shall be followed prior to termination, if applicable.
- Notification of proper law enforcement authorities.

Assistance: The Board recognizes that alcohol and drug addiction is a treatable disease and that early intervention and support improve the success of rehabilitation. Treatment for alcohol and/or drug addiction may be covered by the employee benefit plan; however, the ultimate financial responsibility for this treatment belongs to the employee.

Confidentiality: All information received by the District as a result of this policy is confidential. Access to this information is limited to those who have a legitimate need to know.

4.18 DRUG AND ALCOHOL TESTING

Definitions

- Drugs and controlled substances are interchangeable and have the same meaning.
- Controlled substance refers to substances covered by the Omnibus Transportation Act, including marijuana, cocaine, opiates, amphetamines and phencyclidine (PCP).
- Covered employee/position means an employee/position subject to the Omnibus Transportation Employee Testing Act.
- Safety-sensitive position means a job in which a momentary lapse in the discharge of duties poses a safety threat with potentially severe consequences. In addition to covered positions: school vehicle drivers as described in NDCC 15.1-07-20.

Covered Employees

TGU is committed to the establishment of a drug and alcohol misuse prevention program that meets all applicable requirements of the Omnibus Transportation Employee Testing Act. All covered employees are prohibited from using controlled substances and are subject to pre-duty, on-duty, and post-accident alcohol use restrictions contained in federal law.

An employee covered by the federal regulations may not refuse to take a required test. Refusal includes submitting an altered or substituted specimen for testing. Employees who refuse required testing will, at a minimum, be prohibited from performing safety-sensitive duties.

Controlled substance testing shall be administered prior to the first time an employee performs any safety-sensitive function for the District. Employment with the District is conditional upon the applicant receiving negative test results.

All covered employees shall be subject to reasonable suspicion, random, post-accident, return-to-duty and follow-up alcohol and drug testing pursuant to procedures set out in the federal regulations. Testing will be performed in accordance with the federal drug and alcohol testing regulations.

Confidentiality of Records

The District shall maintain records in compliance with law. Drug and alcohol testing records are confidential and shall be maintained in a secured location. With the employee's consent, the District may obtain any information concerning drug and alcohol testing from the employee's previous employer. An employee shall be entitled upon written request, to obtain copies of any records pertaining to the employee's use of alcohol or controlled substances including information pertaining to alcohol and drug tests. Records shall be made available to a subsequent employer upon receipt of a written request from an employee only as expressly authorized by the terms of the employee's request.

Necessary records and reports shall be maintained and made available to federal and state transportation agencies upon request in accordance with federal regulations.

Violations

If the testing confirms prohibited alcohol concentration levels or the presence of a controlled substance, the employee shall be removed immediately from safety-related functions. Before an employee is reinstated, if at all, the employee shall comply with all applicable return-to-duty requirements. The District will follow treatment referral procedures contained in federal regulations for covered employees.

Employees with verified alcohol concentrations below prohibited amounts shall be removed from safety-sensitive positions and may be subject to the disciplinary consequences contained in the Drug and Alcohol Free Workplace policy.

The District is not required to provide rehabilitation, pay for substance abuse treatment, or to reinstate the employee. The Board retains the authority consistent with law to discipline or discharge any employee who is an alcoholic or chemically dependent and whose current use of alcohol or drugs affects the qualifications for and performance of his/her job.

4.19 NONDISCRIMINATION & ANTI-HARASSMENT

General Prohibitions

The TGU School District is committed to maintaining a learning and working environment free from discrimination and harassment in all employment and educational programs, activities, and facilities. The District prohibits discrimination and harassment based on a student's, parent's, guardian's or employee's race, color, religion, gender, national origin, ancestry, disability, age, or other class protected by law.

It is a violation of this policy for any district student, parent, guardian, employee, or third party to discriminate or harass against another district student or employee sexually or based on any other class protected by law, if the conduct occurred within the context of an education program or activity, or if the conduct had a continuing effect in the educational setting of a program or activity occurring on

or off school district property. The District will not tolerate discrimination or harassment of a district student or employee by a third party. The District also prohibits aiding, abetting, inciting, compelling, or coercing discrimination or harassment; discriminating against or harassing any individual affiliated with another who is protected by this policy and/or law; knowingly making a false discrimination and/or harassment report; and retaliation against individuals who report and/or participate in a discrimination and/or harassment investigation, including instances when a complaint is not substantiated.

The District shall promptly investigate any discrimination, harassment, or retaliation complaint and act on findings as appropriate, which may include disciplinary measures such as, termination of employment or expulsion in accordance with board policy, law, and when applicable, the negotiated agreement. Students and employees are expected to fully cooperate in the investigation process. The District will take steps to prevent recurrence of discrimination, harassment, or retaliation and remedy discriminatory effects on the complaint and others, if appropriate.

Definitions

- *Complainant* is the individual filing the complaint. If the complainant is not the victim of the alleged discrimination and/or harassment, the victim must be afforded the same rights as the complainant under this policy.
- *Disability* is defined in accordance with NDCC 14-02.4-02 (5).
- *Discrimination* is defined in accordance with NDCC 14-02.4-02 (6).
- *Employee* is defined in accordance with NDCC 14-02.4-02 (7).
- *Harassment* is any physical or verbal conduct related to an individual's race, color, religion, gender, national origin, age, disability, or other class protected by law that creates an intimidating, hostile, or offensive working or educational environment or is otherwise sufficiently serious to substantially or unreasonably limit an individual's employment or educational opportunity.
- *Sexual harassment* is unwelcome sexual advances, requests for sexual favors, and/or other verbal, written, or physical conduct or communication of a sexual nature when:
 1. It is *quid pro quo*, meaning submission to such conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment; of obtaining an education, advancement, or grade; or is used as a factor in decisions affecting an individual's employment or education.
 2. It creates a *hostile environment* meaning such conduct or communication that has the purpose or effect of substantially or unreasonably interfering with an individual's employment or education or creating an intimidating, hostile, or offensive employment or educational environment.
- *Sexual harassment examples* include:
 1. Sexual or "dirty" jokes
 2. Sexual advances
 3. Pressure for sexual favors
 4. Unwelcome touching, such as patting, pinching, or constant brushing against another's body
 5. Displaying or distributing of sexually explicit drawings, pictures, and written materials
 6. Graffiti of a sexual nature
 7. Sexual gestures
 8. Spreading rumors about or rating other's sexual activity or performance
 9. Remarks about an individual's sexual orientation
 10. Sexting or other unwelcomed electronic communication, in accordance with law.

Complaint Filing Procedure

The Board shall create an informal and formal discrimination and harassment complaint filing procedure in board regulations. Nothing in this policy or in the discrimination and harassment grievance procedure prevents an individual from pursuing redress through state and/or federal law.

Confidentiality

An individual wishing to file an anonymous discrimination and harassment complaint shall be advised that confidentiality will limit the district's ability to fully respond to the complaint. The District will attempt to protect the identity of the complainant, witnesses, and alleged harasser to the extent possible under law; however, a harassment and discrimination investigation report is subject to the open records law after 60 days or when the investigation is complete (whichever comes first), with limited expectations.

Nondiscrimination Coordinator

The Board designates the Superintendent as the Title IX and Nondiscrimination Coordinator. The Superintendent can be contacted at PO Box 270 • Towner, ND 58788, 701-537-5414.

4.20 PURCHASES

There may be times when it is necessary for you to make purchases for TGU. You must receive prior approval for any purchase you make from your building administrator or the Superintendent.

If you do not receive prior approval before making a purchase you may be responsible for paying for that purchase even if it is for TGU purposes. The TGU School Board, Superintendent or building administrator will not make payment on an unauthorized purchase made by you. Misappropriation of public funds may lead to termination of employment.

You should turn in all receipts for authorized purchases to the Business Manager no later than one (1) week after purchase.

4.21 TRANSFERS

At times, employees may want to transfer to another position within TGU. TGU will follow these guidelines when employees request transfers to another position:

- Employees must submit a completed Transfer Request Form to the building administrator no later than April 1st of each school year;
- Current employees will be considered before applications are accepted from individuals not currently employed with TGU;
- Full-time employees will be considered first, then part-time employees and finally, applicants not currently employed by TGU;
- Current employees do not have to complete all stages of the hiring process to be considered for a position (i.e., formal application and interview, recommendation letters, transcripts, etc.); employees will be notified if additional information is needed; and
- TGU will make reasonable attempts to notify all interested employees of open positions and will conduct a conference before and after a position is filled.

In addition, TGU may require an employee to transfer to another position because of operational needs. The Superintendent has sole discretion to require these types of transfers.

4.22 HEALTHY SCHOOL NUTRITION ENVIRONMENT (ABCC)

The TGU School District is committed to providing school environments that promote and protect children's health, well-being and ability to learn by supporting healthy eating and physical activity. School personnel are encouraged to practice consistency of nutrition messages throughout the curriculum and school environment, to be good health and physical fitness roles models and to be familiar with the District Wellness Policy.

4.23 BULLYING POLICY (TGU School Policy ACEA)

The TGU School District expects everyone do their part to prevent bullying. A Bullying Policy has been adopted by TGU, as per ND law. A copy of the policy and report form is located at the back of this handbook.

4.24 CONCUSSION MANAGEMENT POLICY (TGU School Policy FCAF)

TGU has developed a Concussion Management Program. Any TGU staff member that is employed as a coach must comply with the requirements outlined in the policy and comply with NDHSA concussion management regulations. A complete copy of the policy is located at the back of this handbook.

4.25 CRISIS MANAGEMENT PLAN

A complete TGU Crisis Management Plan is on file in each TGU school office. All staff should be familiar with the Crisis Management Plan.

4.26 RESIGNATION

TGU Staff that choose to discontinue employment with TGU are encouraged to visit with Administration and submit a letter of resignation.

4.27 SUICIDE PREVENTION

Suicide Prevention

The TGU School District maintains a proactive approach towards suicide prevention. There is a District Policy regarding Suicide Prevention (FCAE). A copy of the policy is attached to this handbook.

4.26 CONCUSSION MAAGEMENT PROGRAM

Concussion Management Program (Policy FCAC)

The District shall comply with the concussion management program requirements contained in law (NDCC 15.1-18.2). The District has placed concussion signs and symptoms; removal from practice, training, and/or game requirements; return to play requirements, and staff, student, and parental training requirements in administrative regulations. These regulations shall be published in staff and student handbooks.

The Board has also established the following definitions and requirements for the purpose of implementing the concussion management program law.

Definitions Law requires that all school-sponsored and sanctioned athletic training, practices, and games be governed by a concussion management program. The District has developed the following definitions for purposes of determining what constitutes athletic sponsorship and sanctioning:

- *School-sanctioned athletic activity* is a sport that: a. Is not part of the district's curricular or extracurricular program; b. Is established by a sponsor to serve in the absence of a district program; c. Receives district support in multiple ways (i.e., not school facility use alone); d. Requires participating students to regularly practice or train and compete. e. The District has officially recognized through board action as a school-sanctioned activity. The Board shall make all sanctioning decisions on a case-by-case basis based on the criteria above. As a condition of receiving school sanctioning, sponsors of the athletic activity shall agree to comply with this policy and the concussion management law. This includes agreeing to provide appropriate training and providing appropriate information to parents and students as required by law. The sponsor shall provide to the District documentation certifying that this training has occurred and students/parents have viewed required informational material on concussions prior to beginning the activity.

- *School-sponsored athletic activity* is a sport that the District has approved through policy or other board action for inclusion in the district's extracurricular program, is controlled and funded primarily by the District, and requires participating students to regularly practice or train and compete.

Removal Decisions Under the concussion management law, the District is authorized to designate removal- from-play authority to individuals who have direct responsibility for student athletes during practice, training, and/or games if a student reports or exhibits a sign or symptom of a concussion. The designated administrator shall make this determination, and the designated administrator shall ensure that such designees are aware of this responsibility and have undergone appropriate training in accordance with law before commencing duties.

Law also authorizes licensed, registered, or certified healthcare providers whose scope of practice includes recognition of concussion signs and symptoms to make removal decisions. The designated administrator may consult with medical personnel to determine who has such credentials and who would be willing to assist in this regard. The District must compile a list of such individuals, which may be provided to all coaches. This measure in no way guarantees that a healthcare provider trained and credentialed in accordance with law will be present at athletic training, practices, and/or events nor shall the voluntary creation of this safety precaution be construed to create or assume any potential liability under local, state, or federal law or regulation.

High school students and minors who serve as coaches or officials are encouraged to work with an adult who has removal from play authority prior to removing a student from play.

If two or more individuals with removal-from-play authority disagree on whether a student must be removed, the determination must be made in the interest of the student's safety, meaning that the student shall be required to sit out and comply with return-to-play requirements contained in law.

Return to Play The Board designates the administrator on duty to receive return-to-play documentation from a healthcare provider. This designee shall review the documentation, determine if the healthcare provider has placed any conditions on return to play, contact the healthcare provider for any necessary clarification on the authorization document, and communicate such information to applicable coach(es) and assistant coach(es). This designee shall also file return-to-play authorization documents in the student's educational record. This documentation must be retained for seven years after the student's enrollment or six years after a student turns 18, whichever is later.

4.27 BULLYING POLICY **BULLYING**

Definitions

For the purposes of this policy:

- I. Bullying is defined as conduct prescribed in NDCC 15.1-19-17:
 - "Bullying" means:
 - o Conduct that occurs in a public school, on school district premises, in a district owned or leased school bus or school vehicle, or at any public school or school district sanctioned or sponsored activity or event and which:
 - Is so severe, pervasive, or objectively offensive that it substantially interfere with the student's educational opportunities;
 - Places the student in actual and reasonable fear of harm;
 - Places the student in actual and reasonable fear of damage to property of the student; or
 - Substantially disrupts the orderly operation of the public school; or
 - o Conduct received by a student while the student is in a public school, on school district premises, in a district owned or leased school bus or school vehicle, or at any public school or school district sanctioned or sponsored activity or event and which:
 - Is so severe, pervasive, or objectively offensive that it substantially interferes with the student's educational opportunities;
 - Places the student in actual and reasonable fear of harm;
 - Places the student in actual and reasonable fear of damage to property of the student; or
 - Substantially disrupts the orderly operation of the public school.
 - o Conduct received or sent by a student through the use of an electronic device while the student is outside a public school, off school district premises, and off school district owned or leased property and which:
 - Places the student in actual and reasonable fear of harm or damage to property of the student.
 - Is so severe, pervasive, or objectively offensive the conduct substantially interferes with the student's educational opportunities or substantially disrupts the orderly operation of the public school.
 - "Conduct" includes the use of technology or other electronic media.
- II. Protected classes are classifications/ characteristics protected from discrimination by NDCC 14-02.4-01 and federal law. The following classes are protected: race, color, religion, sex, national origin, age, disability (physical or mental), and status with regard to marriage or public assistance.
- III. School property or the term on-campus refers to all property owned or leased by the District, school buses and other vehicles, or any school district sponsored or school-sanctioned activity.
- IV. School-sanctioned activity is defined as an activity that:
 - a. Is not part of the district's curricular or extracurricular program; and

- b. . Is established by a sponsor to serve in the absence of a district program; and
- c. Receives district support in multiple ways (i.e., not school facility use alone); and
- d. Sponsors of the activity have agreed to comply with this policy; and
- e. The District has officially recognized through board action as a school-sanctioned activity.

V. School-sponsored activity is an activity that the District has approved through policy or other board action for inclusion in the district's extracurricular program and is controlled and funded primarily by the District.

VI. School staff includes all employees of the TGU School District #60, school volunteers, and sponsors of school-sanctioned activities.

VII. True threat is a statement that, in light of the circumstances, a reasonable person would perceive as a serious expression of intent to inflict harm.

Prohibitions

While at a public school, on school district premises, in a district-owned or leased school bus or school vehicle, or at any public school or school district sanctioned or sponsored activity or event, a student may not:

- I. Engage in bullying;
- II. Engage in reprisal or retaliation against:
 - a. A victim of bullying;
 - b. An individual who witnesses an alleged act of bullying;
 - c. An individual who reports an alleged act of bullying; or
 - d. An individual who provides information/participates in an investigation about an alleged act of bullying.
- III. Knowingly file a false bullying report with the District.

Reporting Procedures for Alleged Policy Violations

Reporting requirements for school staff:

Any school staff member with knowledge or suspicion of a violation of this policy or who has received an oral or written report of a violation of this policy from a student, community member, or anonymously shall contact the building principal to inform him/her as soon as possible. If the alleged violation implicates the building principal, the school staff member shall report it to the Superintendent. If the alleged violation implicates the Superintendent, the school staff member shall file it with the Board President.

Should school administration determine that a school staff member knew of or suspected a violation of this policy and failed to report it in accordance with the procedure above, the staff member may be subject to disciplinary consequences or, for sponsors of school-sanctioned activities, other corrective measures.

Reporting options for students, parents/guardians and community members:

Students, parents/guardians and community members may report known or suspected violations of this policy using any of the following methods:

- I. Completing a Speak Up Report.
 - a. Forms are available in these locations: TGU Handbooks, school offices, from TGU staff or through PowerSchool Speak Up Reporting.
 - b. Forms may be returned to any TGU school staff member, turned into the school's main office, placed in the drop box located in each school library or called into the automated Speak Up Reporting System.
 - c. A complainant will have the option of including his/her name on the form or filing it anonymously. Please note that the District's ability to investigate an anonymous complaint may be limited.
 - d. The District prohibits retaliation against anyone who files a Speak Up Report.
- II. File an oral report with any school staff member. The staff member may request that a report be completed to help ensure accurate information.

Bullying may be a repeated or, in rare cases, one-time exposure to deliberate, negative behavior by one or more individuals that is unprovoked. Single incidents and conflicts between two or more individuals do not automatically constitute bullying behavior. Districts should investigate each situation to determine if the alleged behavior meets this policy's definition of bullying. If the misconduct does not meet this policy's definition of bullying, it may be addressed under other district disciplinary policies.

Reporting to Law Enforcement & Others Forms of Redress

Anytime a school staff member has reasonable suspicion that a bullying incident constituted a crime, s/he shall report it to law enforcement. Also, nothing in this policy shall prevent a victim/his/her family from seeking redress under state and federal law.

Documentation & Retention

The TGU School District shall develop a form to report alleged violations of this policy. The form should be completed by school staff when they:

- I. Initiate a report of an alleged violation of this policy; or
- II. Receive an oral report of an alleged violation of this policy; or
- III. Receive notice from any of the reporting options for student and community members.

All written reports of an alleged violation of this policy received by the District shall be forwarded to the appropriate school administrator for investigation and retention.

Report forms and all other documentation related to an investigation of an alleged violation of this policy shall be retained by the District for six years after a student turn 18 or graduates from high school, whichever is later.

Investigation Procedures

School administrators (i.e., a principal, the Superintendent or other designated administrators) are required to investigate violations of this policy (as prescribed under “Prohibitions”), when in receipt of Speak Up Report Form of an alleged violation. Actual notice of an alleged violation occurs when alleged bullying, reprisal, retaliation, or false reporting is reported using the applicable method(s) prescribed in the reporting section of this policy.

Upon receipt of a Speak Up Report Form of an alleged policy violation, the designated administrator shall first determine if the alleged policy violation is based on a protected class—whether actual or perceived. Reports involving a protected class shall be investigated in accordance with the district’s harassment/ discrimination policy, including the timelines contained therein.

In all other cases, administration shall determine the level of investigation necessary based on the nature of the alleged violation of this policy after considering factors such as, but not limited to: the identity of the reporter and his/her relationship to the victim/alleged perpetrator; the ages of the parties involved; the detail, content, and context of the report; whether this report is the first of its type filed against the alleged perpetrator. Based on the level of investigation the administrator deems necessary, investigations may include any or all of the following steps or any other investigatory steps that the administrator deems necessary:

- I. Identification and collection of necessary and obtainable physical evidence (NOTE: In some cases physical evidence may be unobtainable, e.g., a private social networking profile);
- II. Interviews with the complainant, the victim, and/or the alleged perpetrator. At no time during an investigation under this policy shall the victim/ complainant be required to meet with the alleged perpetrator;
- III. Interviews with any identified witnesses;
- IV. A review of any mitigating or extenuating circumstances;
- V. Final analysis and issuance of findings in writing to the victim and bully and, if applicable, implementation of victim protection measures and disciplinary measures under this or other applicable policies.

Investigations shall be completed within 60 days unless the administrator documents good cause for extending this deadline. Such documentation should be sent to victim and alleged perpetrator during the investigation.

Reporting to Law Enforcement & Others Forms of Redress

Law enforcement must be notified by a school administrator or Board President if there is reasonable suspicion that a bullying incident constituted a crime on or off school district property. Nothing in this policy shall prevent a victim/their family from seeking redress under applicable state and federal law.

Disciplinary & Corrective Measures

Students that the District has found to have violated this policy shall be subject to disciplinary consequences and/or corrective measures. When determining the appropriate response to violations of this policy, administration shall take into account the totality of circumstances surrounding the violation. Measures that may be imposed include, but are not limited to:

- I. Require the student to attend detention;
- II. Impose in- or out-of-school suspension or recommend expulsion. Due process procedures contained in the District’s suspension and expulsion policy shall be followed;
- III. Recommend alternative placement. This recommendation shall be submitted to the Superintendent for approval or denial. The Superintendent may approve such recommendations only if the student has been given notice of the charges against him/her and an opportunity to respond. Alternative placement of special education students will be handled in accordance with applicable policy.
- IV. Create a behavioral adjustment plan;
- V. Refer the student to a school counselor;
- VI. Hold a conference with the student’s parent/guardian and classroom teacher(s), and other applicable school staff;
- VII. Modify the perpetrator’s schedule and take other appropriate measures (e.g., moving locker) to minimize contact with the victim;
- VIII. If applicable, contact the administrator of the website or social media platform on which the bullying occurred to report it.
- IX. Other measures as deemed appropriate by building administrators.

If the misconduct does not meet this policy’s definition of bullying, it may be addressed under other district disciplinary policies.

If the perpetrator is a school staff member, the District shall take appropriate disciplinary action including, but not limited to: a reprimand, modification of duties (only if allowed by applicable policy, the negotiated agreement, and/or the individual’s contract), suspension, or a recommendation for termination/ discharge in accordance with any applicable law.

Victim Protection Strategies

When the District confirms that a violation of this policy has occurred, it should notify the victim’s parents and shall implement victim protection strategies. These strategies shall be developed on a case-by-case basis after administration has reviewed the totality of the circumstances surrounding the bullying incident(s) or other violations of this policy. Strategies may include, but not be limited to, the following:

- I. Additional training for all students and applicable staff on implementation of this policy and/or bullying prevention.
- II. Notice to the victim's teachers and other staff to monitor the victim and his/her interaction with peers and/or the assignment of a staff member to escort the student between classes.
- III. Assignment of district staff to monitor, more frequently, areas in the school where bullying has occurred.
- IV. Referral to counseling services for the victim and perpetrator.
- V. Modification of the perpetrator's schedule and other appropriate measures imposed on the perpetrator (not the victim) to minimize the perpetrator's contact with the victim.

Prevention Programs & Professional Development Activities

In accordance with law, the District shall develop and implement bullying prevention programs for all students. Staff will also be provided professional development activities.

TGU Speak Up

Instructions: Please complete the form as accurately as possible. You may choose to include your name at the bottom of the form, or you may submit it anonymously. Please note that the District's ability to investigate an anonymous complaint may be limited and the District prohibits retaliation against anyone who files a Speak Up form.

Describe what happened/what is happening:

When did it happen?

- Before school
- During School
- After School
- Other _____

Where did it happen?

- Classroom
- Gym
- Playground
- School Bus
- Online
- At a School Event _____
- Other _____

Who is doing this? (If you do not know the name(s), please describe them):

Who was the victim? (If you do not know the name(s), please describe them): _____

Have you told anyone else about this problem?

- Parent/Guardian
- Babysitter
- Brother/Sister
- Other Family Member
- Teacher/Principal/School Staff
- Community Member
- Friend
- Other _____

Has this ever happened before?

- Yes How many times? _____
- No

Did anyone witness what happen?

- Yes Who? _____
- No

Your Contact Information:

Your name: _____

- Student: Grade _____ Age _____
- Parent/Guardian
- Community Member
- Staff Member

What is the best way to contact you?

- Phone: _____
- Email: _____
- Other: _____

Please give this form to a Principal, Teacher or other school staff, turn it into the main office or drop it in the Speak Up Box in the Library.