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INTRODUCTION

Welcome to the West Fargo School District! You are an important part of a significant team dedicated to providing an extraordinary and meaningful education to the children of the community.

This handbook describes some general employee policies, work rules, and compensation and benefits available to you. It is designed for easy reference to guide and assist you in answering questions that may arise.

This handbook has been prepared solely to provide the West Fargo School District employees with information about policies and procedures. It is intended to facilitate, not replace, any established District procedures or policies. **It is not intended to constitute an employment contract.**

We are pleased that you are a part of the West Fargo School District team. We hope that this handbook will be a helpful reference resource for you.

Sincerely,

Dr. David Flowers          Robin Hill
WFPS Superintendent       Human Resources Director
BOARD MEETINGS

PUBLIC ATTENDENCE AND PARTICIPATION OF BOARD MEETINGS

Patrons and visitors are welcome to attend meetings of the Board of Education, which are open to the public except in those cases provided by law when it may be necessary for the board to meeting in executive session (closed meeting). It is recommended and encouraged that citizens who wish to present any matter of concern to the Board of Education shall notify the superintendent by Monday of the week preceding the meeting.

Citizens who sign up to address the board during Public Comment will be called on in priority order first for items on the agenda and then for items not on the agenda. Each individual speaker will be allowed three minutes for remarks. After 30 minutes of Public Comment, any speakers remaining will be recognized at the end of the agenda for their comments.

DEFINITIONS AND TERMS OF EMPLOYMENT

CLASSIFIED EMPLOYEES

Classified personnel are those employees for whom no special (teacher) certification is required; however special training and/or licensing may be required for employment.

Classified positions covered by this handbook include bus drivers, custodians, central maintenance, building engineer, theatre technician, grounds service manager, transportation mechanic, administrative assistants, paraprofessionals, interpreters, COTA’s, nurses, swimming pool supervisor, food service employees, technology employees (exceptions: Technology Integration Coordinator & Technology Integration Specialist), business office and human resources / payroll department. Registered physical therapists and registered occupational therapists please refer to the 2015-2017 employee handbook registered physical therapists & registered occupational therapists.
EMPLOYMENT AT WILL

Classified Employee/District relationships are governed by the "employment-at-will" doctrine. The definition of “Employment-at-will" is a presumption that the employee is employed at the employer's will for an indefinite period rather than for a fixed term. No representative of the district may change the at-will status of an employee through any oral or written promise to an employee. The policies and procedures stated within this manual are not intended to alter the status of at-will employees. The policies and procedures stated within this manual are not intended to create an employment contract. Salary agreement letters and work calendars are not contracts, and do not alter the status of at-will employees.

FULL TIME EMPLOYEE

All classified personnel scheduled to work 30 hours or more per week during the academic year will be considered full-time employees for purposes of benefits eligibility. Only regularly scheduled hours shall be counted towards the initial determination of full-time equivalence. Field trip monitoring, school activity monitoring, field trip driving, athletic trip driving, temporary student transportation assignments, summer employment (see below), and similar activities are not to be considered regularly scheduled. (Also see Benefits Eligibility Rules, p. 35)

SUMMER EMPLOYMENT & OTHER TEMPORARY ASSIGNMENTS

Employees, who work less than 12 months, as delineated on their work calendars, may also be offered occasional summer employment or other temporary assignments during the regular school year. Summer employment may be in the District’s extended school year programs, or in other departments and programs on an as needed basis. Temporary assignments may be an extension of the employee’s regularly scheduled workday or workweek to pick up temporary additional workload. The following rules shall apply to summer employment and to other temporary assignments:

1. Employees may be paid their regular school year rate, OR employees may be paid another rate designated by the school board and administration for a particular job.
2. Leaves will be earned and used based on regularly scheduled hours only. Summer employment and temporary assignments are excluded. Employees
shall not accrue additional sick leave, emergency leave, personal leave, vacation, or funeral leaves based upon summer employment or temporary assignment hours worked, nor shall employees be allowed to apply any previously earned leave hours that they may have accrued during the regular work year to summer employment or temporary assignment hours missed.

3. Summer employment shall be completely voluntary on the part of the employee, and no employee shall be required to work additional days beyond their regular work schedule.

4. Employees desiring summer assignments or other temporary assignments that may be available must submit their requests in writing to the appropriate administrator. Approval of summer employment/temporary assignments shall be at the discretion of the administrator responsible for the program and the Human Resources Director.

5. Summer employment and temporary assignments shall not be counted towards determining full-time equivalence at the time of hire.

EQUAL OPPORTUNITY EMPLOYMENT POLICIES

GENERAL POLICY ON NON-DISCRIMINATION
It is the policy of the West Fargo School District not to discriminate on the basis of race, color, national origin, sex, disability, age, marital status, or religion. This policy applies to admission or access to the educational programs and an activity offered to students, and extends to employment policies and practices applicable to school district personnel. The West Fargo School District will make reasonable accommodations for employees with disabilities upon request from the employee. Contact information for a reasonable accommodation request is listed below.

It is the policy of the West Fargo School District not to discriminate on the basis of marital status, public assistance, or lawful activity off the employer's premises during non-working hours, which is not in direct conflict with the essential business-related functions of the district.

The Division of Human Rights of the North Dakota Department of Labor is responsible for processing charges of employment discrimination under federal statutes and the North Dakota Human Rights Act (www.nd.gov/labor/services/human-rights).
TITLE IX DISCRIMINATION POLICY (File 2-1500)

TITLE IX - POLICY STATEMENT

The school board of the West Fargo Public School District No. 6, in the County of Cass and State of North Dakota supports the provisions of Title IX of the Education Amendments of 1972 which commit all North Dakota schools to the elimination of discrimination on the basis of sex in those programs and activities which receive federal funds, as well as in all other programs and activities offered to its students. It is the expressed intent of the West Fargo Public School District No. 6 to provide equal opportunities for all students, free from limitations based upon sex. This concept of equal education opportunity will serve as a guide for the school board, administration and staff in making decisions relating to employment of personnel, school facilities, intramural and interscholastic athletics, curriculum, activities and regulations affecting students and employees.

TITLE IX - GRIEVANCE PROCEDURE

Any person or any specific class of individuals who believe they are being subjected to sex discrimination may file a complaint as outlined below. A complaint must be filed not later than 180 days from the date of the alleged discrimination, unless the time for filing is extended by the responsible official or the official’s designee.

COMPLAINT PROCEDURE

Any student or employee of the West Fargo Public School District No. 6 may file a complaint alleging sex discrimination in any of the programs or activities of the school district as follows:

1. An oral complaint may be informally filed with the department chairperson, or immediate supervisor of a complaining employee, OR

2. A formal written complaint may be filed with the principal of the building in which the discrimination occurred, OR

A formal written complaint may be filed with the district assistant superintendent who has been designated as the person responsible for coordinating the efforts of the West Fargo Public School District No. 6 to comply with Title IX, including the investigation of complaints alleging noncompliance. The office address and telephone number of our coordinator is as follows: West Fargo Public Schools, 207 West Main, West Fargo, North Dakota 58078, 701.356.2000.

The initial complaint must be filed within 180 calendar days of the alleged incident giving rise to the complaint, however, any person lodging an informal, oral complaint reserves the right to file a formal written complaint within 60 days of filing the oral complaint. Further, a formal written complaint must be filed as outlined in (2) or (3) above, prior to the filing of an appeal as outlined below.

FORMAL APPEAL PROCEDURE

When a formal written complaint has been filed as outlined above, if an equitable resolution of the complaint has not been obtained within ten days of the filing of said complaint, or if the allegations of the written complaint are rejected as unfounded, then
the complainant shall have the right to file a formal written appeal, within 30 days after a final decision has been submitted in writing to the complainant. Such an appeal should be made to the school board of the West Fargo Public School District No. 6. Upon receipt of an appeal, a date shall be fixed for a hearing to be held not less than 20 days after receipt of the appeal. Both the school board and the complainant shall have the right to:

1. Be represented by counsel;

2. Introduce all relevant evidence on the issue;

3. Take direct testimony of any witness, given orally oath or affirmation;

4. Cross examine witnesses on any matter relevant to the proceedings;

5. Have the proceedings transcribed by a court reporter, at the expense of the person requesting such transcript.

In addition to the above specific procedural rights, the provisions applicable to Title VI of the Civil Rights Act of 1964 as found at 45 CFR Sections 80.6 - 80.11 and 45 CFR Part 81 are also made applicable to Formal Appeals under Title IX.

Note: Any student or employee of the West Fargo Public School District No. 6 shall also be entitled to submit any complaint of alleged discrimination on the basis of sex directly to the Regional Office for Civil Rights of the United States Department of Health, Education, and Welfare by sending said complaint to: Regional Office for Civil Rights of the United States Department of Education, 111 North Canal Street, Suite 1053, Chicago, Illinois 60606-7204 Phone: 312.886.8434 – Fax: 312.353.4888 – TDD: 312.353.2540 – E-mail: OCR.chicago@gov.edu

INQUIRIES REGARDING NON-DISCRIMINATION POLICIES

<table>
<thead>
<tr>
<th>Program Coordinators:</th>
<th>Contact:</th>
<th>Phone:</th>
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<tbody>
<tr>
<td>For Inquiries concerning:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Title IX of the Educational Amendments Act of 1972</td>
<td>Jay DeCann</td>
<td>701-356-2050</td>
</tr>
<tr>
<td></td>
<td>Robin Hill</td>
<td>701-356-2001</td>
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<td>Robin Hill</td>
<td>701-356-2001</td>
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<tr>
<td>General Policy on Non-discrimination</td>
<td>Robin Hill</td>
<td>701-356-2001</td>
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<tr>
<td>Title I Elementary/Secondary Education Act &amp; IDEA</td>
<td>Allen Burgad</td>
<td>701-356-2001</td>
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<td>Beth Slette</td>
<td>701-356-2001</td>
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Inquiries may also be referred to the Office of Civil Rights, Chicago, U.S. Department of Education, 111 North Canal Street, Suite 1053, Chicago, IL 60606-7204 Phone: 312-886-8434. Fax: 312-353-4888. TDD: 312-353-2540. Email OCR.chicago@gov.edu
EMPLOYEE SAFETY & WELFARE

BOMB THREAT PROCEDURES

1. The West Fargo Police Department will be contacted first.

2. The Superintendent of Schools will be contacted second.

3. The building administrator will evaluate the conditions and circumstances of the threat to determine the level of concern and the appropriate actions to be taken. Building occupants will be notified.

4. Possible actions may be:
   a) Lockdown of the building.
   b) Evacuation of the building.
   c) Limited evacuation with students and staff moved to secured areas.
   d) Staff may be asked to inspect their work areas and report any suspicious objects to the office. Staff will be instructed not to touch or move a suspicious object.
   e) Normal building activities will continue after appropriate responses to the bomb threat have been completed.

The safety of the building occupants will always be the prime consideration in deciding what actions will be taken.

CHEMICAL DEPENDANCY

The West Fargo Public School District recognizes chemical dependency, including alcoholism, as an illness. The district is concerned with the effect of chemical dependency on the employee’s job performance and/or important interpersonal relationships. In accordance with our concern for the employee as a person as well as a worker, the Board of Education has adopted this policy.

We believe that chemical dependency, including alcoholism, is treatable and individuals can return to healthy, stable and productive lives. We believe that early identification and treatment for chemical use problems will benefit both the employee and the school district.

No employee with alcoholism or other chemical dependency will be terminated for seeking and/or accepting diagnosis and treatment. Employees with the illness of chemical dependency shall qualify for the employee assistance program and for other
employee benefits and group insurance coverage’s that are provided for under our group health and medical insurance policies.

The Board of Education does not expect administrators and supervisors to become experts in evaluating the extent of the chemical dependency problem, but with some training, they should become familiar with job-related symptoms and be prepared to discuss the subject with employees. Referral for evaluation will be based on unsatisfactory job performance of other significant indications of chemical dependency.

We recognize that chemical dependency in another member of the immediate family can create stress for the employee, which is detrimental to job performance. For this reason, we encourage employees confronted with such problems to utilize the procedures or resources that are available in seeking assistance.

We will make every reasonable effort to assist and encourage the employee to make the decision to accept the recommended form of treatment for chemical dependency. If the employee refuses to accept treatment or does not respond to treatment, or if the significant indications of chemical dependency persist, the situation will be handled as any other case which adversely affects job performance. Implementation of this policy will not require or result in any special regulations, privileges, or exemptions from the standard administrative practice applicable to job performance requirements.

The confidential nature of the medical records of employees with chemical dependency, including alcoholism, will be preserved in the same manner as all other medical records.

**DRUG & ALCOHOL FREE WORKPLACE (File DEA-A)**

The West Fargo School 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:
1. Mandatory participation in the Employee Assistance Program (EAP) and/or a rehabilitation program.
2. Unpaid leave or suspension.
3. Termination of employment. Due process procedures shall be followed prior to termination, if applicable.
4. 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. The District shall offer an Employee Assistance Program (EAP) to assist in rehabilitation and intervention efforts. Use of the EAP will not jeopardize employment or promotion opportunities. 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.
Employees with Significant Contagious Diseases

Employees
An employee with a significant contagious disease may be reassigned to a position that limits student/employee contact or may be placed on medical leave if medical judgments substantiate that such employee poses a significant health threat to students and/or other employee.

On an annual basis, all employees of the school district will receive appropriate training which addresses significant contagious disease prevention. The training will be presented by a health professional or someone specifically qualified in education for the prevention of significant contagious diseases. Training will include the proper use of universal precautions.

Those employees designated to teach significant contagious disease prevention to students will receive additional in-service from qualified health education professionals.

Independent Contractors

All independent contractors performing services for the district will receive a brochure containing significant contagious diseases upon entering into a contract with the district. The brochure shall contain information regarding the transmission of significant contagious diseases in an institutional setting, the means of protecting against contracting the diseases in an institutional setting, and the use of universal precautions.

Confidentiality

The affected individual, his/her parents, and the affected individual’s physician have no obligation to inform the school district of the disease unless the following is true: the disease poses a significant health risk to others in the institutional setting or if special provisions are necessary to protect the health of the affected person or the health of those in the institution.

If a health risk or protective provisions are identified, the individual, his/her parents or the physician shall contact the Superintendent of Schools or the principal of the school the student attends or the school at which the employee works.

When the Superintendent is so notified, he/she shall identify the individuals who must be aware of the disease in order to protect the health of the affected person or those with who he/she comes in contact or in order to arrange the special provisions necessary. The extent and nature of the special provisions will be determined in consultation with the affected individual, his/her parents if the affected individual is a student, and with the
affected individual's physician. The Superintendent will strictly confine release of information regarding the affected person to those who need to know. It will be stressed that information shared with such identified persons must remain absolutely confidential and that any breach of confidentiality will be considered a serious violation subject to policies and procedures for disciplinary action.

When a principal is so notified he/she will inform the Superintendent as spokesperson for the district. The principal and Superintendent will, based on the advice of the physician, determine the extent and nature of the provisions necessary and those to be informed of the disease as delineated in paragraph 3 of this section.

If a principal, the Superintendent or any employee of the district is notified of a disease which poses no serious health risk in the institutional setting and requires no special provisions that information will remain confidential and will be shared no further. The affected individual and his/her parents, if the affected person is a student, will be notified of the persons with whom information about the disease will be shared.

**Attendance, Employment, Contracts**

No person may be denied admission as a student, a contract as an independent contractor, or employment solely because they have, or they are perceived to have, a significant contagious disease. Except as provided below, the personal physician of the affected individual shall be the sole decision maker as to whether the individual constitutes a public health threat or the ability of the individual to continue in school or perform their duties.

When a student's personal physician or, in the case of a student who is defined as having a disability under the Individuals with Disabilities Education Act or NDCC Chapter 15.1-32, the multidisciplinary team determines that the student is unable to participate in regular classroom instruction, either reasonable accommodations, special provisions, or an individualized education program will be provided. The Director of Special Education shall establish procedures for the development of special provisions. When an employee's, prospective employee's, or independent contractor's personal physician determines that the employee, prospective employee or independent contractor cannot perform their duties, the district will consider and implement reasonable accommodations to allow the affected individual to become or continue as an employee or contract or continue an existing contract as an independent contractor.
Universal Precautions

The West Fargo Public School District will use universal precautions as standard procedure in the care and maintenance of school property and in administering first aid or otherwise handling emergencies.

Designation of Spokesperson

The Superintendent is designated as the person to receive information concerning the status of students, employees, and independent contractors from their physicians. The Superintendent shall be the official spokesperson for the institution when information concerning an affected individual becomes public and may not delegate this duty. The Superintendent shall develop procedures that protect against possible breeches of confidentiality. The Superintendent may request assistance from the Department of Public Instruction or State Department of Health in developing a plan for conflict resolution.

Discrimination

It shall be a violation of school policy for any student, employee, or official to harass or discriminate against any affected individual within the institutional setting on the basis of having been diagnosed as having a significant contagious disease(s). No harassment or discrimination will be tolerated in any school building, at any school function, or on any school property.

Definitions

1. “Affected person,” “affected individual” or “affected student” means an individual who has been diagnosed by a physician as having contracted a significant contagious disease.
2. “Decision maker” is the affected person’s personal physician. However, whenever an affected student also has a disability as defined under the Individuals with Disabilities Education Act, 20 U.S.C. 1413 or the North Dakota Century Code Chapter 15.1-32, the decision maker is the multidisciplinary team provided for under subsection 4 of North Dakota Century Code section 15.1-20-02.
3. “Employee” means all persons employed by the institution including faculty, maintenance, and administrative personnel.
4. “Governing body” means the school board.
5. “Independent contractor” means any person or entity who is free of control or direction over performance of the service provided both under the contract and in fact, who renders service outside the ordinary course of business or outside of the place of business of the contractor and who is engaged in an independently established, trade, organization, profession, or business.


7. “Institution” means this school district.

8. “Reasonable accommodations” is as defined by subsection 16 of North Dakota Century Code section 14-02.4-02 or 29 U.S.C. 794.

9. “Significant contagious disease” includes cytomegalovirus (CMV), hepatitis B (HBV) and human immunodeficiency (HIV) infection. The local board of health or the state health officer may determine that other diseases are significant contagious diseases.

10. “Special provisions” are individually tailored education decisions designed to meet the needs of students requiring unique accommodations to ensure an educational opportunity. Special provisions are directed to students not covered by an individualized education program.

11. “Universal precautions” means protecting one’s self from exposure to blood or body fluids, through the use of latex gloves, masks, or eye goggles; cleaning blood and body fluid spills with soap and water; and then disinfecting and incinerating or decontaminating infected waste before disposing in a sanitary landfill.

PROHIBITION OF DISCRIMINATION, HARASSMENT AND VIOLENCE (File 1-9000)

GENERAL STATEMENT OF POLICY

The West Fargo School District will maintain learning and working environment free of discrimination and harassment of any kind. The West Fargo School District prohibits any form of discrimination or harassment based on race, color, religion, sex, national origin, disability, sexual orientation, age, or status in any group protected by federal or state law. All complaints will be treated fairly and evenhandedly in order to prevent frivolous or malicious accusations. The school board expects administrators and supervisors to make it clear to students and staff that harassment in the school building, on school grounds, or at school-sponsored functions will not be tolerated and will be grounds for disciplinary action up to and
including suspension or expulsion of students and termination of employment for employees.

Harassment is generally defined as any unreasonable and/or repetitive interference, intimidation, hostility, or offensive behavior on the part of any employee, student, or visitor. Harassment may include but is not limited to sexual harassment, racial harassment or harassment because of a physical condition or disability, appearance, or sexual orientation.

Incidents involving initiations, hazing, intimidation and/or related activities which are likely to cause bodily danger, physical harm or personal degradation or disgrace resulting in physical or mental harm to students are prohibited.

**DISCRIMINATION / HARASSMENT DEFINED**

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

1. Has the purpose or effect of creating an intimidating, hostile, or offensive working or academic environment;

2. Has the purpose or effect of substantially or unreasonably interfering with an individual’s work or academic performance; or

3. Otherwise adversely affects an individual’s employment or academic opportunities.

**RACIAL DISCRIMINATION / HARASSMENT DEFINED**

Racial harassment in public schools violates Title VII of the Civil Rights Act of 1964; sexual harassment violates Title IX of the Education Amendments of 1972. Racial discrimination/harassment is present if a person is treated differently on the basis of race, color, or national origin in the context of an educational program or activity without legitimate nondiscriminatory reason so as to interfere with or limit the ability of the person to participate in or benefit from the services, activities, or privileges provided by the school district.

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

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

**SEXUAL DISCRIMINATION/HARASSMENT DEFINED**

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct or communication of a sexual nature when:
1. Submission to such conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment, or of obtaining an education, advancement or grade;

2. Submission to or rejection of such conduct or communication by an individual is used as a factor in decisions affecting such individual's employment or education; or

3. Such conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or education or creating intimidating, hostile, or offensive employment or education environment.

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

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

Any person who believes he or she has been the victim of harassment, sexual or otherwise, should file a complaint. Filing of a written or oral complaint will not reflect upon the individual's status or affect future employment, work assignments, or grades.

The right to confidentiality, both of the complainant and of the accused, will be respected consistent with the school district's legal obligations and with the necessity to investigate allegations of harassment and to take disciplinary action when appropriate.

A substantiated charge against a school district employee will subject such person to disciplinary action that may include discharge. A substantiated charge against a student in the school district will subject that student to disciplinary action, which may include suspension or expulsion, consistent with student disciplinary policies. A substantiated charge against a visitor may result in banning the individual from the district's school buildings in accordance with established city ordinances.

Notice of this policy will be circulated to all district schools and departments and incorporated in teacher and student handbooks.
PROCEDURES TO ADMINISTER THE POLICY ON PROHIBITION OF DISCRIMINATION, HARASSMENT, AND VIOLENCE

The West Fargo School District prohibits any form of discrimination or harassment based on race, color, religion, sex, national origin, disability, sexual orientation, age, or status in any group protected by federal or state law. Any person or any specific class of individuals who believe they are being subjected to discrimination and/or harassment may file a complaint as outlined below. A complaint must be filed not later than 60 calendar days from the date of the alleged harassment, unless the time for filing is extended by the superintendent of the West Fargo Public School District.

A student, employee, or visitor of the West Fargo Public School District may file a complaint alleging harassment in any school building, work site, or at any school sponsored activity as follows:

1. An oral complaint may be informally filed with the building principal or an immediate supervisor of the complainant, OR

2. A formal written complaint form may be filed with the building principal or an immediate supervisor of the complainant, OR

3. A formal written complaint form may be filed with the district superintendent, West Fargo Public Schools, 207 West Main, West Fargo, North Dakota, OR

4. A formal written complaint form may be filed with the school board president.

Complaint forms are available in all school buildings and in the district office.

The appropriate administrator will acknowledge a formal written complaint within ten working days. Normally, the administrator will communicate the resolution of the complaint including substantiation of the charges and any actions taken to the complainant within 45 calendar days. The action taken may be appealed to the West Fargo School Board within 30 calendar days.

Any person lodging an informal, oral complaint reserves the right to file a formal written complaint form within the allotted 60 calendar days from the date of the alleged harassment.

Filing of a complaint or otherwise reporting discrimination or harassment will not reflect upon the individual’s status or affect future employment, work assignments, or grades. The right to confidentiality, both of the complainant and of the accused, will be respected consistent with the school district’s legal obligations and with the necessity to investigate allegations of discrimination or harassment and to take disciplinary action when this conduct has occurred.

In each school building the principal is the person responsible for receiving oral or written reports of harassment/discrimination at the building level. Any school district employee who receives a report of harassment shall inform the building principal.
The following is a list of building name, addresses, and phone numbers:

<table>
<thead>
<tr>
<th>Building Name</th>
<th>Address</th>
<th>Phone</th>
<th>Fax</th>
</tr>
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<tbody>
<tr>
<td>Clayton A. Lodoen Kindergarten Center</td>
<td>330 3rd Avenue East, West Fargo, ND 58078-1800</td>
<td>356-2020</td>
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<tr>
<td>Aurora Elementary</td>
<td>3420 9th Street West, West Fargo, ND 58078</td>
<td>356-2130</td>
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<td>Osgood Kindergarten Center</td>
<td>44th Ave S, Fargo, ND 58104</td>
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<td>Eastwood Elementary</td>
<td>500 10th Avenue East, West Fargo, ND 58078-3099</td>
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<td>Harwood Elementary</td>
<td>P O Box 542, 110 Freedland Drive, Harwood, ND 58042-4100</td>
<td>356-2040</td>
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<td>Horace Elementary</td>
<td>110 3rd Avenue North, Horace, ND 58047-4001</td>
<td>356-2080</td>
<td>356-2089</td>
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<tr>
<td>South Elementary</td>
<td>117 6th Avenue West, West Fargo, ND 58078-1796</td>
<td>356-2100</td>
<td>356-2109</td>
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<tr>
<td>Westside Elementary</td>
<td>945 7th Avenue West, West Fargo, ND 58078-1499</td>
<td>356-2110</td>
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<td>West Fargo High School</td>
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<td>356-2050</td>
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<tr>
<td>Cheney Middle School</td>
<td>825 17th Ave E, West Fargo, ND 58078-1898</td>
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<td>Liberty Middle School</td>
<td>801 36th Ave E, West Fargo, ND 58078</td>
<td>356-2671</td>
<td>499-9229</td>
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<tr>
<td>Sheyenne High School</td>
<td>800 40th Avenue East, West Fargo, ND 58078</td>
<td>356-2160</td>
<td>356-2169</td>
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<td>Community High School &amp; Lodoen Center Special Ed Programs</td>
<td>109 3rd St E, West Fargo, ND 58078</td>
<td>356-2008</td>
<td>356-2007</td>
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<td>Freedom Elementary</td>
<td>401 26th Ave E, West Fargo, ND 58078</td>
<td>356-5221</td>
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<td>Independence Elementary</td>
<td>3700 54th St S, West Fargo, ND 58078</td>
<td>356-5890</td>
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<tr>
<td>Legacy Elementary</td>
<td>5150 9th St W, West Fargo, ND 58078</td>
<td>701-356-3740</td>
<td>701-356-4049</td>
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</tbody>
</table>

District office employees, administrative level employees, or other staff members who are not supervised by a building principal or another designated supervisor may file a report directly with the superintendent of schools.

On school buses a student or adult who believes he/she is a victim of harassment on a school bus, or any student or adult who witnesses such action on a school bus, will report the incident to a school employee who will then refer the report to the principal of the school the alleged victim attends or to the director of transportation if the alleged perpetrator is a bus driver or bus aide.

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

COMPLAINT PROCEDURES

By the authority of the school district, the building principal, direct supervisor, or human resources officer upon receipt of a report or complaint alleging harassment, shall immediately undertake or authorize an investigation. The investigation may be conducted by district officials or by a third party designated by the human resources officer.

1. Filing the grievance form shall:
   a. Be signed by the grievant.
   b. Describe in detail the specific incident(s), occurrences(s), decisions(s), and other factual matters believed to constitute unlawful discrimination, harassment, or retaliation;
   c. Name as the respondent(s) the individual, department, committee, or other body whom the grievant believes to have engaged in prohibited behavior; and
   d. Include a brief statement describing the resolution, relief, or action requested by the grievant.

2. Jurisdiction
   a. Jurisdiction under these procedures is met when:
      (1) The allegations of the grievance meet the definition of harassment and/or discrimination;
      (2) The grievance was timely filed; and
      (3) The grievant has complied with Section 1 above.
   b. The grievance shall be dismissed if the superintendent determines that the district does not have jurisdiction over the grievance.
   c. There shall be no appeal of the superintendent’s jurisdiction determination; provided, however, that either party may request the superintendent to reconsider the decision, and the grievant may pursue the matter in other forums outside of the district.

3. The Investigation
   a. May consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances given rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.
   b. In determining whether alleged conduct constitutes a violation of this policy, the investigation should consider the surrounding circumstances, the nature of the behavior, past incidents or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.
   c. In addition, the principal, immediate supervisor, or human resources officer may take immediate steps to protect the complainant, pupils, teachers, administrators, or other school personnel pending completion of an investigation of alleged harassment.
d. The investigation will be completed as soon as possible, but within 45 calendar days of the date the complaint was received by the principal, supervisor, or human resources officer. The school district human resources officer shall make a report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board president.

4. Informal Resolution – A CRITICAL FIRST STEP
Because of the personal and often embarrassing disclosures concomitant to making or responding to accusations of discrimination/harassment, the district strongly encourages grievants to attempt to resolve their grievance informally (in lieu of or before commencing formal proceedings). Informal resolutions may be attempted by taking one or more of the following steps. These steps are not, however, mandatory and would be handled by the building principal or a mutually agreed upon designee. Anyone believing that he/she has been subjected to discrimination/harassment may choose instead to immediately commence formal internal complaint proceedings or to file a charge with the appropriate federal or state enforcement agency
   a. The first attempts at resolution should be through the process of mediation.
   b. Mediation is essential to this process, and every effort shall be made to resolve the grievance in this matter.
   c. The grievant and respondent may be required to attend a mediation conference.
   d. At the mediation conference the grievant and respondent will be encouraged to explain their positions to one another, clarify any misunderstandings or misconceptions that may have played a part in the matters complained of, and formulated a mutually acceptable resolution.
   e. Mediation may begin at any time and may continue after the mediation conference until such time that a resolution is determined.
   f. If the parties agree to an informal resolution, it shall be reduced to writing, signed by the parties, and forwarded to the superintendent or his designee for approval.
   g. At such time as the superintendent or his designee determines that the grievant’s remedies have been provided, or the issue has otherwise become moot, the superintendent may dismiss the grievance.

5. Appeals
   a. The superintendent’s decision is considered final. A party may request reconsideration of the decision through the school board.
   b. A grievant dissatisfied with the decision has the right to file a charge with the external Equal Opportunity enforcement agency. The school office or the district office can provide the most current address.
   c. The West Fargo Public School District acknowledges your right at any time to file a discrimination complaint with: U.S. Department of Education, Office for Civil Rights, 10220 North Executive Hills Boulevard, 8th Floor, Kansas City, Missouri 64153-1367, phone #(816)880-4200.

6. Disciplinary Action
Upon receipt of an investigation report which indicates that the complaint is valid, the superintendent shall determine the appropriate disciplinary action if the individual(s) against whom the complaint is filed is an employee. Disciplinary action shall be
appropriate to the severity of the harassment and may include warning, referral of an employee to the Employee Assistance Program, suspension, or discharge.

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

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

7. Reprisal
The school district will discipline any individual who retaliates against any person who reports alleged harassment or who testifies, assists, or participates in an investigation relating to a harassment complaint. The complainant or the individual(s) against whom the complaint is filed may appeal to the superintendent of schools if he/she believes they have not received fair treatment under this policy.

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

9. Non-Harassment
The school district recognizes that not every advance or communication based on race, color, religion, sex, sexual orientation, national origin, disability, age or status in any group protected by federal or state law constitutes harassment. Whether a particular action or incident is a personal, social relationship without a discriminatory employment or classroom learning effect requires a determination based on all the facts and surrounding circumstances. False accusations of harassment can have a serious detrimental effect on innocent parties and may result in disciplinary action.

10. Employee Assistance Program
For persons employed by the school system who are involved in a harassment accusation or incident, the West Fargo School District provides the Employee Assistance Program (EAP). The intent of his program in this case would be to help the employee deal with the psychological effects of being involved in the process.

Any person lodging an informal, oral complaint reserves the right to file a formal written complaint form within the allotted 60 calendar days from the date of the alleged harassment. File 1-9000 complaint procedures Harassment Complaint Form in Appendix A of this handbook.
**BULLYING**

For the purposes of this policy:

1) Bullying is defined as conduct prescribed in NDCC 15.1-19-17. The Superintendent should place this definition, in its entirety, in student and staff handbooks and should develop guidelines to assist students and staff with identifying this conduct.

2) Protected classes are classifications/characteristics protected from discrimination by NDCC 14-02.4-01 and federal law. Persons meeting these definitions have protections under the district’s discrimination and harassment policy, in addition to the protections offered under the bullying policy. 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.

3) 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.

4) School-sanctioned activity is defined as an activity that:
   - Is not part of the district’s curricular or extracurricular program; and
   - Is established by a sponsor to serve in the absence of a district program; and
   - Receives district support in multiple ways (i.e., not school facility use alone); and
   - Sponsors of the activity have agreed to comply with this policy; and
   - The District has officially recognized through board action as a school-sanctioned activity.

5) 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.

6) School staff include all employees of West Fargo Public Schools, school volunteers, and sponsors of school-sanctioned activities.

7) True threat is a statement that, in light of the circumstances, a reasonable person (determined by at least taking into account the victim’s age and maturity) would perceive as a serious expression of an 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:

1) Engage in bullying;

2) 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.

3) Knowingly file a false bullying report with the District.
Off-campus bullying that is received on school property is also prohibited. The District has limited disciplinary authority to respond to such forms of bullying.

**Reporting Procedures for Alleged Policy Violations**

1) 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.

2) Reporting options for students and community members: Students and community members (including parents) may report known or suspected violations of this policy using any of the following methods:
   a. Completing a written complaint form: A complainant will have the option of including his/her name on this form or filing it anonymously. The District will place the form in a variety of locations throughout the school and should inform students and staff of these locations. The form may be returned to any school staff member, filed in a school building’s main office, or placed in a designated drop box located in each school.
   b. Complete and submit an online complaint form. A complainant will have the option of including his/her name on the form or submitting it anonymously.
   c. File an oral report with any school staff member, who will then complete the necessary documentation on the student’s behalf.

A complaint filed anonymously may limit the district’s ability to investigate and respond to the alleged violations.

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

1) Initiate a report of an alleged violation of this policy; or
2) Receive an oral report of an alleged violation of this policy.

The form should be completed by an administrator when s/he:

1) Initiates a report of an alleged violation of this policy; or
2) Receives an oral report of an alleged violation of this policy.
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 turns 18 or graduates from high school, whichever is later. If a student does not graduate from the District, such reports and investigation material shall be retained for six years after the student turns 18.

Investigation Procedures

School administrators (i.e., a principal, an assistant superintendent, or the Superintendent) are required to investigate violations of this policy (as prescribed under “Prohibitions”), when in receipt of actual notice 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 report 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:

1) 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);
2) 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;
3) Interviews with any identified witnesses;
4) A review of any mitigating or extenuating circumstances;
5) 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.
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:

1) Require the student to attend detention;
2) 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;
3) 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;
4) Create a positive behavior support plan;
5) Refer the student to a school counselor;
6) Hold a conference with the student’s parent/guardian and classroom teacher(s), and other applicable school staff;
7) Modify the perpetrator’s schedule and take other appropriate measures (e.g., moving locker) to minimize contact with the victim;
8) If applicable, contact the administrator of the website on which the bullying occurred to report it.

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

For bullying initiated off campus and received on campus (e.g. cyberbullying), the District only has authority to impose disciplinary measures if the bullying substantially disrupted the educational environment or posed a true threat. In all other cases of off campus bullying received on campus, the District may only take corrective measures as described in items five through eight above.

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:

1) Additional training for all students and applicable staff on implementation of this policy and/or bullying prevention.
2) 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.
3) Assignment of district staff to monitor, more frequently, areas in the school where bullying has occurred.
4) Referral to counseling services for the victim and perpetrator.
5) 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 and staff professional development activities.

PRIVACY POLICY REGARDING HEALTH INFORMATION

Our Pledge to You
This notice is intended to inform you of the privacy practices followed by the West Fargo Schools Group Health Plan (the Plan) and the Plan’s legal obligations regarding your protected health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The notice also explains the privacy rights you and your family members have as participants of the Plan. It is effective on 9-23-2013.

The Plan often needs access to your protected health information in order to provide payment for health services and perform plan administrative functions. We want to assure the participants covered under the Plan that we comply with federal privacy laws and respect your right to privacy. West Fargo Schools require all members of our workforce and third parties that are provided access to protected health information to comply with the privacy practices outlined below.

Protected Health Information
Your protected health information is protected by the HIPAA Privacy Rule. Generally, protected health information is information that identifies an individual created or received by a health care provider, health plan or an employer on behalf of a group health plan that relates to physical or mental health conditions, provision of health care, or payment for health care, whether past, present or future.

How We May Use Your Protected Health Information
Under the HIPAA Privacy Rule, we may use or disclose your protected health information for certain purposes without your permission. This section describes the ways we can use and disclose your protected health information.
**Payment.** We use or disclose your protected health information without your written authorization in order to determine eligibility for benefits, seek reimbursement from a third party, or coordinate benefits with another health plan under which you are covered. For example, a health care provider that provided treatment to you will provide us with your health information. We use that information in order to determine whether those services are eligible for payment under our group health plan.

**Health Care Operations.** We use and disclose your protected health information in order to perform plan administration functions such as quality assurance activities, resolution of internal grievances, and evaluating plan performance. For example, we review claims experience in order to understand participant utilization and to make plan design changes that are intended to control health care costs. However, we are prohibited from using or disclosing protected health information that is genetic information for our underwriting purposes.

**Treatment.** Although the law allows use and disclosure of your protected health information for purposes of treatment, as a health plan we generally do not need to disclose your information for treatment purposes. Your physician or health care provider is required to provide you with an explanation of how they use and share your health information for purposes of treatment, payment and health care operations.

**As permitted or required by law.** We may also use or disclose your protected health information without your written authorization for other reasons as permitted by law. We are permitted by law to share information, subject to certain requirements, in order to communicate information on health related benefits or services that may be of interest to you, respond to a court order, or provide information to further public health activities (e.g., preventing the spread of disease) without your written authorization. We are also permitted to share protected health information during a corporate restructuring such as a merger, sale, or acquisition. We will also disclose health information about you when required by law, for example, in order to prevent serious harm to you or others.

**Pursuant to your Authorization.** When required by law, we will ask for your written authorization before using or disclosing your protected health information. Uses and disclosures not described in this notice will only be made with your written authorization. Subject to some limited exceptions, your written authorization is required for the sale of protected health information and for the use or disclosure of protected health information for marketing purposes.
If you choose to sign an authorization to disclose information, you can later revoke that authorization to prevent any future uses or disclosures.

**To Business Associates.** We may enter into contracts with entities known as Business Associates that provide services to or perform functions on behalf of the Plan. We may disclose protected health information to Business Associates once they have agreed in writing to safeguard the protected health information. For example, we may disclose your protected health information to a Business Associate to administer claims. Business Associates are also required by law to protect protected health information.

**To the Plan Sponsor.** We may disclose protected health information to certain employees of West Fargo Schools for the purpose of administering the Plan. These employees will use or disclose the protected health information only as necessary to perform plan administration functions or as otherwise required by HIPAA, unless you have authorized additional disclosures. Your protected health information cannot be used for employment purposes without your specific authorization.

**Your Rights**

**Right to Inspect and Copy.** In most cases, you have the right to inspect and copy the protected health information we maintain about you. If you request copies, we will charge you a reasonable fee to cover the costs of copying, mailing, or other expenses associated with your request. Your request to inspect or review your health information must be submitted in writing to the person listed below. In some circumstances, we may deny your request to inspect and copy your health information. To the extent your information is held in an electronic health record, you may be able to receive the information in an electronic format.

**Right to Amend.** If you believe that information within your records is incorrect or if important information is missing, you have the right to request that we correct the existing information or add the missing information. Your request to amend your health information must be submitted in writing to the person listed below. In some circumstances, we may deny your request to amend your health information. If we deny your request, you may file a statement of disagreement with us for inclusion in any future disclosures of the disputed information.

**Right to an Accounting of Disclosures.** You have the right to receive an accounting of certain disclosures of your protected health information. The accounting will not include disclosures that were made (1) for purposes of treatment, payment or health care operations; (2) to you; (3) pursuant to your authorization; (4) to your friends or family in your presence or because of an emergency; (5) for national security purposes; or (6) incidental to otherwise permissible
disclosures. Your request to for an accounting must be submitted in writing to the person listed below. You may request an accounting of disclosures made within the last six years. You may request one accounting free of charge within a 12-month period.

**Right to Request Restrictions.** You have the right to request that we not use or disclose information for treatment, payment, or other administrative purposes except when specifically authorized by you, when required by law, or in emergency circumstances. You also have the right to request that we limit the protected health information that we disclose to someone involved in your care or the payment for your care, such as a family member or friend. Your request for restrictions must be submitted in writing to the person listed below. We will consider your request, but in most cases are not legally obligated to agree to those restrictions.

**Right to Request Confidential Communications.** You have the right to receive confidential communications containing your health information. Your request for restrictions must be submitted in writing to the person listed below. We are required to accommodate reasonable requests. For example, you may ask that we contact you at your place of employment or send communications regarding treatment to an alternate address.

**Right to be Notified of a Breach.** You have the right to be notified in the event that we (or one of our Business Associates) discover a breach of your unsecured protected health information. Notice of any such breach will be made in accordance with federal requirements.

**Right to Receive a Paper Copy of this Notice.** If you have agreed to accept this notice electronically, you also have a right to obtain a paper copy of this notice from us upon request. To obtain a paper copy of this notice, please contact the person listed below.

**Our Legal Responsibilities**

We are required by law to maintain the privacy of your protected health information, provide you with this notice about our legal duties and privacy practices with respect to protected health information and notify affected individuals following a breach of unsecured protected health information.

We may change our policies at any time and reserve the right to make the change effective for all protective health information that we maintain. In the event that we make a significant change in our policies, we will provide you with a revised copy of this notice. You can also request a copy of our notice at any time. For more information about our privacy practices, contact the person listed below.
If you have any questions or complaints, please contact: Robin Hill, Human Resources Director, West Fargo Public Schools, 207 Main Avenue West, West Fargo, ND, 58078.

Complaints
If you are concerned that we have violated your privacy rights, or you disagree with a decision we made about access to your records, you may contact the person listed above. You also may send a written complaint to the U.S. Department of Health and Human Services — Office of Civil Rights. The person listed above can provide you with the appropriate address upon request or you may visit www.hhs.gov/ocr for further information. You will not be penalized or retaliated against for filing a complaint with the Office of Civil Rights or with us.

SMOKE AND TOBACCO FREE ENVIRONMENT (File ABC-E)
Smoking and use of tobacco products are prohibited on school district property. This shall include all school buildings, grounds, and school-owned vehicles. All individuals on school premises share in the responsibility for adhering to and enforcing this policy. Any individual who observes a violation on school property may report it to the appropriate principal in the case of students; the appropriate supervisor in the case of employees; and in the case of all others, to the building principal or other school district supervisory personnel responsible for the area or program during which the violation occurred. Further, smoking, use, or possession of tobacco products by students is prohibited on school property and at all school functions. The school principal is responsible for administering appropriate discipline (which may include suspension and/or recommendation for expulsion from school). The Superintendent shall develop regulations for the enforcement and implementation of this policy including educational and informational programs to assist students, staff and public to understand, accept, and cooperate with the policy.

VISITORS (File ACC-B)
The West Fargo Public School District School buildings are public buildings and are, therefore, open to the public. Patrons of the West Fargo Public School District No. 6 are both welcome and encouraged to visit our schools. This will create a more meaningful dialogue with citizens and an improved educational program.
Since special interest groups or their representatives and merchandisers can be and often are distraction from the educational atmosphere, the following guidelines are to be followed:

1. All people who are not students or employees of the West Fargo Public School District, upon entrance, must first report to the principal’s office to register and indicate their reason for being in the building.
2. The principals are authorized to refuse admittance to any individuals or groups when they believe it to be in the best interest of the West Fargo Public School District.

GENERAL EMPLOYMENT POLICIES

ATTENDANCE POLICY

Every employee is expected to report for work regularly and on time. Prompt and reliable attendance is an essential function of all regular employment with the District. Excessive absenteeism may result in discipline up to and including discharge from employment. Absence from work without proper notification may result in termination of employment. An employee who is absent two consecutive days without notifying the District will be considered a voluntary quit and will be terminated from employment.

COLLECTING MONEY

Most of the money collected from students is collected in the office. Any money collected within the school, but not through the office, must have the expressed permission of the building principal. Employees who collect money from students, are responsible for it while it is the employee’s possession. All money must be turned in to the office for safe keeping on a daily basis.

COMPUTER AGREEMENT

The West Fargo Board of Education recognizes the need for its staff and students to have access to a global computer network. Part of the district’s responsibility in preparing students for the 21st Century is to provide them access to the tools they will be using as adults. We believe that responsible use of this global computer network is important.

Accordingly, the Board of Education of the West Fargo School District shall operate a computer network to enhance and expand its educational mission. The West Fargo School District Computer Network is defined as an information system owned by the
district, which provides access to other external networks. The district is not responsible for information available from third parties.

An orientation session on appropriate use of the West Fargo School District Computer Network shall be provided for staff and students prior to the issuance of a network account. The use of this network shall be consistent with the district’s educational mission, district policy, state laws, and federal laws. All staff members will be required to sign an acceptable use contract regarding the district’s computer network. Violations of the acceptable use policy may result in disciplinary action including loss of network rights and up to dismissal from employment.

CONFIDENTIALITY

Given the sensitive and highly personal nature of much of the work performed by classified employees, it is expected that all employees who have access to sensitive information about students, co-workers, and others will consistently and uniformly maintain the privacy and confidentiality of this information. For more information, refer to Family Educational Rights and Privacy Act (FERPA) on page 55 of this handbook.

EQUIPMENT

All employees are responsible for proper use of District equipment and for teaching students to do the same. Employees must report any equipment that needs repairing to the principal’s office immediately.

IMPROVEMENT PLAN

In the case of inadequate performance of a classified employee, the employee’s supervisor may choose to develop a performance improvement plan in cooperation with the employee. Procedures for the development of such a plan follow.

1. The improvement plan should be cooperatively developed to delineate ways in which classified employees can improve their performance. The plan will be written to remedy specific weakness identified by the employee’s supervisor.
2. The supervisor will initiate the plan, but it should be cooperatively written and those involved in writing the plan should be identified.
3. Reasonable options and time lines should be set for completing the improvement plan.
4. Provisions should be made for follow-up on the prescribed plan. Was it completed? Has the plan achieved the desired results?
5. An improvement plan may be initiated at any time during the school year.
6. Failure to successfully complete and sustain the improvement plan objectives will result in termination of employment.
7. The form to be used is found in Appendix B of this handbook.

**KEYS**

Keys are issued only to employees who have need of them for work related purposes. Upon termination of employment, all keys are to be turned in to the school office immediately.

**PERFORMANCE APPRAISALS**

**POLICY**

It is the policy of the West Fargo Schools that classified staff will be evaluated for performance annually.

**PHILOSOPHY**

It is the intent of the West Fargo Schools that an annual evaluation be conducted positively and constructively. The performance appraisal should give the employee a reliable means to know how well he/she is doing and it should serve as a basis for improvement, identifying strengths and weaknesses.

**PROCEDURES**

A performance appraisal shall be completed for each classified employee by the following supervisors:

- Administrative Assistants - Building Principal
- District Office Adm. Assts. - Immediate Supervisor
- Accountant - Business Manager
- Paraprofessionals, COTA, Interpreters - Building Principal or Sp. Ed. Director or Designee
- Custodians, Central Maint - Director of Buildings & Grounds
- Food Service - Director of Food Service
- Nurses - Assistant Superintendent
- Bus Drivers, Mechanic - Director of Transportation
- Technology Employees - Director of Technology
- Pool Employees - Pool Supervisor
• Supervisors who complete the written evaluations will receive input from other individuals who work with the classified employee.
(FREQUENCY) At least one appraisal during the work year.

APPRAISAL PROCESS

I. Supervisor completes the Performance appraisal form.

II. The appraisal conference is held.

III. A copy of the completed appraisal form is given to the employee; the supervisor keeps a copy and a copy is sent to the personnel office to be placed in the employee file.

• Any employee who disagrees with any of the content of the evaluation will have the opportunity to attach a rebuttal to the evaluation.

PERSONNEL RECORDS

The West Fargo Public School District shall maintain at the district administrative office one (1) personnel file for each employee.

ACCESS

Each employee shall have the right, upon request, to review everything in his/her own personnel file. Such access shall be during normal business hours at the district administrative offices.

Public access shall be during normal business hours at the district administrative offices. All file reviews shall occur in the presence of the custodial administrator or designee in order to preserve the integrity of the personnel files.

CONTENTS

Each file shall contain the application for employment of the employee, information relative to compensation, job performance, certification, contracts (for professional staff), and any other information required by law.

Records of medical treatment or use of employee assistance programs will not be part of the personnel record and shall not be released without the written consent of the employee.
REMOVAL OF MATERIAL FROM PERSONNEL FILES
The administration may periodically review the material in the personnel files and remove irrelevant and outdated materials. Employees shall receive any items that are removed from their files. Evaluations will not be subject to removal. Irrelevant materials from the files of former employees separated from the district for more than six years may be destroyed in a manner to avoid dissemination.

RIGHT TO REQUEST ADMINISTRATIVE REVIEW
Employees have the right to request an administrative review of the material in their files and to request the removal of any material that they consider in error or inappropriate. Any inquiry concerning the material will be made directly to the custodial administrator. If the employee is not satisfied with the custodial administrator's decision concerning the material, the employee may request, and must receive, a formal review by the school board regarding the placement of the material in the file. This review shall be at an open public meeting of the board.

RIGHT TO COPIES
Upon written request of employees or members of the public, the district shall provide copies of contents of personnel files, provided that the cost of such copies is borne by requester(s).

ADDING MATERIAL TO THE FILE
No evaluation related material or job performance related letters/notes shall be added to an employee's file unless it has been shared with, signed, and dated by the employee. The signature indicates that the employee has read the material; however, it does not imply agreement with its content. If the employee refuses to sign the copy, the supervisor should indicate on the copy that the employee was shown the material, was asked to sign it to verify that it had been read, and refused to sign. In the presence of the employee and a witness, the supervisor should sign and date the statement verifying the refusal of the employee. The material should then be placed in the file.

The employee has the right to place in his/her file any written rebuttal to any content he/she considers to be untrue or unfair.
PHYSICAL EXAMINATIONS

Physical examinations may be required as a condition of employment or for other reasons, in which case the school district shall assume the cost of the examination. Payment or reimbursement for the examinations will be made only for those items required for certification of employment.

RESIGNATION

A written notice of intent to resign shall be filed with the appropriate supervisor at least 14 calendar days before the effective date of the resignation. Such notices may be waived under extenuating circumstances.

STORM POLICIES

Employees who work less than twelve months per year will not be expected to report for work on storm days or during other weather related emergencies. However, all such employees will be expected to work on storm make-up days. Employees will not be paid for storm days, but may choose to use a personal day.

Employees who work 12 months per year will be subject to the following rules:

If school is cancelled due to weather conditions, one of these two situations will apply:

1. Schools are closed, but District Office remains open: All District Office and Building Custodians should report for their regular shift. Employees may choose not to report, but will then need to use vacation hours.
2. Schools are closed, and District Office is closed: The District’s website will state whether or not the District Office is closed. If District Office is closed, all District Office staff, all building custodians and any other twelve month staff do not report to work. Such employees will be paid, without use of vacation hours.
3. In the event of a district office closure whether full or partial day, employees with pre-scheduled leaves, (Vacation, sick, etc.) will remain on that leave as scheduled. In the event of a partial day closure, employees must be actively at work at the time of the closure, in order to be eligible for pay without use of vacation hours. Or in the event of a late opening- employees must report at designated opening time in order to be eligible for the storm pay. Under certain circumstances, employees may be eligible for storm pay combined with another type of leave, at their supervisor’s discretion. Example: late opening, roads still closed, or daycare closed.

In #2 above, some personnel may be required to report for work. If this is the case, the employee will be contacted by their supervisor. Employees who are required to work will be paid time and one-half for the hours required.
STUDENT CONFERENCES AND ACTIVITIES

Employees are encouraged to attend their child’s conference/s or other school functions. If the event is during work hours, employees must first obtain approval from their supervisor, then punch out when they leave their workstation and punch back in when they return. Employees will be able to make up the lost time if arrangements are made with their supervisor. Make-up time must occur within the same week as the student conference or activity.

TERMINATION OF EMPLOYMENT-SEPARATION

All classified employees are at-will employees of the District. The District may terminate at-will employees at any time. The Superintendent has the authority to discharge classified employees. No representative of the District may change the at-will status of an employee through any oral or written promise to an employee.

Please refer to the definition of “employment at will” included in the Definitions and Terms of Employment section of this handbook. It is important to note that all classified employees are at-will employees of the School District and therefore, employment may be terminated by the School Board or Administration at any time, with or without notice.

UNIFORMS

Food service, custodians, and maintenance employees are provided with uniform tops. The uniform is provided by the district but the employee is responsible for the up-keep and laundering of the uniform. Upon termination the uniforms must be returned to the district.

WORK SCHEDULES

Each employee is assigned a work schedule when hired by the District. The work schedule specifies the employee’s daily hours and total number of paid days that are scheduled for the employee, (including work days, and paid holidays). Employees may not work additional time or hours beyond those designated on the work schedule unless they are requested to do so by their supervisor or building principal.
The work schedule is intended as a source of information and as a planning tool for the employee and supervisor. It is also used to create a District Budget figure for salaries. It does not create an employment contract, nor does it alter the at-will status of employees, as explained on page six of the handbook.

**COMPENSATION AND BENEFITS**

**SALARY**

**EXPERIENCE CREDIT**

The anniversary date for all employees is July 1. Those employees, hired after July 1 but before January 1, will be credited with one (1) full year of service to the district. Those employees hired between January 1 and June 30 will begin the following work calendar year on the zero (0) step of the salary schedule.

For salary schedule placement purposes, the school district generally does not recognize experience outside the district. In some instances a new hire with specialized experience could receive credit on the salary schedule at the discretion of the human resources director and the superintendent of schools. If an employee resigns and is rehired, the employee may be rehired at the previous experience level at the discretion of the Human Resources Director. When employees move from one position to another position within the District (whether full-time or part-time) the placement of the employee on the salary schedule of the new position shall be determined at the sole discretion of the Human Resources Director. Consideration shall be given to the relevancy of experience in the former position and any other factors relevant to the proposed transfer.

**OVERTIME**

All overtime must be authorized by the appropriate supervisor. Overtime will be paid at one and one-half times the employee’s regular rate of pay.

Overtime, at time and one-half, will be paid on actual hours worked (regular working hours) in excess of 40 hours. Employees must reach 40 regular hours worked before overtime premium pay begins.

If an employee is employed for two or more different positions, which have different rates of pay, the district will pay the employee overtime compensation based upon the
higher rate of pay. Compensatory time may be used only for work assigned within the first forty hours per week. For example, an employee may be asked to work four hours in the evening in exchange for four hours of released time during that same workweek. Compensatory time may not be used to compensate employees who are assigned duty hours beyond forty hours in one week.

**PAYROLL & TIME CLOCK PROCEDURES**

Payroll disbursements will be made every other Friday based on the two-week period ending the previous Sunday. **All employees are required to utilize the District’s direct deposit payroll system.**

All timekeeping information must be entered in the timekeeping system and each buildings payroll must be signed off as approved by 10AM Monday morning. Requests for paid hours received after 10AM Monday morning will be paid on the following payroll (two weeks later.)

Missed time clock punches create a significant problem for payroll administration. It is extremely time-consuming for the human resources office to investigate and correct missing punches. When time clock punches are missing, we lose assurance that work time is properly recorded and compensated. All missed punch entries must be approved by the Building Principal or Program Director.

**SALARY SCHEDULE RULES**

Movement on the salary schedule is made on July 1 of each year. No adjustments are granted any other time unless there is a change of job category. Placement on the salary schedule is determined by the Human Resources Director and/or the Superintendent of Schools.

**SUBSTITUTE SALARY**

During off-duty hours, a classified employee may be asked to substitute for another employee. The substitute salary for employees who substitute in departments other than their regular department, (while off-duty) shall be step 0 on the salary schedule for which they are substituting. At the discretion of the supervisor and the HR Director other differential rates may be offered.
Classified employees, while on duty, may be directed by their supervisors to fill in for other positions, or asked to work extra hours due to increased workload within their regular department. No hourly salary differentials shall be given in these situations.

**W-4 WITHHOLDING FORM**

All employees of the district must have a W-4 on file before being paid. This form indicates marital status and number of dependents to be claimed. An employee can change the W-4 anytime during the year. For payroll purposes, the most current W-4 file is used to determine withholding for federal and state income tax.

**BENEFITS—GENERAL INFORMATION**

**BENEFITS ELIGIBILITY**

Employees working in more than one job classification shall have their regularly scheduled hours totaled from all job classifications to determine qualification for fringe benefits. Full-time employment is considered to be 30 hours or more per week (see "Full-time Employee" p.5) summer employment and other temporary assignments (see p.6) shall not be included in determining initial eligibility for fringe benefits.

**EMPLOYEE ASSISTANCE PROGRAM**

The West Fargo School District maintains an Employee Assistance Program, available for all regular employees, whether full or part-time. The EAP program can assist employees and their family members with financial problems, relationship or family difficulties, depression, drug & alcohol issues, conflicts at work and other issues. EAP services are strictly confidential and the services provided under the District’s plan are free of charge. For more information, contact the Human Resources Office or to access services, call CIGNA Life Assistance Program at 1-800-538-3543.

https://www.west-fargo.k12.nd.us/intranet/humanresources/assistance/AssistanceProgramInformation.pdf
FLEXIBLE BENEFITS

The West Fargo School District offers an optional Flex Benefit Spending Account. A Flexible Spending Account plan is an IRS Section 125 plan that allows employees the option of pre-tax payroll deduction for some insurance premiums; unreimbursed medical expenses and child/dependent care expenses. Employees benefit because expenses for such items as health insurance premiums, unreimbursed medical, vision, dental and child/dependent care expenses paid pre-tax result in immediate tax savings. Employees switch these expenses to "before tax" and save Social Security Tax, Federal Income Tax and State Tax on these amounts. The flex plan year begins on January 1.

For more information the Human Resources Office at Leidal Education Center

WORKERS’ COMPENSATION (also see RISK MANAGEMENT PROGRAM)

All employees are protected by Worker’s Compensation against loss of income due to accidental injury in the performance of their job. Any employee who is injured in the line of duty shall receive compensation and expenses as prescribed by the Worker’s Compensation Law of the State of North Dakota. Injuries must be reported immediately to the employee’s supervisor and to the Human Resources Office. Information and forms are available in every school office, including the bus barn.

An employee who is injured in the course of employment will be required to use accumulated sick leave while receiving Worker’s Compensation benefits; however, the combination of worker’s compensation benefits and sick leave pay shall not exceed the employee’s base salary. The employee will be paid by the district the difference between the base salary and the benefits received by the employee under Worker’s Compensation while on sick leave or, in some cases, the employee may receive their normal salary, and must remit to the district any wage loss compensation amounts received from Worker’s Compensation. However, the employee’s sick leave account shall only be charged that percentage of hours which corresponds to the percentage of salary that the district shall pay. After all accumulated sick leave has been exhausted, the employee may request a leave without pay as permitted in Board Policy 4-2300 Extended Illness of Employees. (see p.49)
WORK BREAKS

Paid Work Breaks for classified staff are permitted as follows:

<table>
<thead>
<tr>
<th>Hours Worked Per Day</th>
<th>Breaks Allowed Per Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.5 To 8 Hours</td>
<td>Two 15 Minute Breaks</td>
</tr>
<tr>
<td>4 Hrs to less than 7.5 Hours</td>
<td>One 15 Minute Break</td>
</tr>
<tr>
<td>Less Than 4 Hours</td>
<td>No Break</td>
</tr>
</tbody>
</table>

Paid Work Breaks should be scheduled at times approved by supervisors. Breaks may not be accumulated if not taken. Breaks may not be used for coming to work late, leaving early, in conjunction with the employee’s lunch period. The 15 minute break time is not subtracted from a leave that is occurring across that time frame. Employees should not leave the premises during their paid work break without notifying their supervisors.

Employees scheduled to work six hours or more must punch out for a ½ hour unpaid lunch break, unless otherwise approved by your supervisor. Supervisors must notify the Human Resources Office of any exceptions to the ½ hour unpaid lunch break rule.

INSURANCE

HEALTH/DENTAL/VISION INSURANCE

The district will pay eighty-five (85%) per month of a single or single plus dependent, or 75% of a family monthly health insurance premium for classified staff members who are regularly scheduled to work 30 hours or more per week. Employees who are scheduled to work 20 or more hours per week are also eligible to join the West Fargo District group health insurance plan. Please see HR for more information.

Full-time employees will receive a single dental and vision policy for themselves. Should they desire to include their family on the dental or vision policy, they may do so.
by paying the difference between the single premium and the family premium. Employees who work less than 30 hours per week are not eligible for dental & vision insurance.

Employees must inform the Human Resources office and Blue Cross/Blue Shield as to any change in dependent status of children. For insurance purposes, any change in marital status such as marriage, legal separation, divorce or death of spouse must be reported to the Human Resources within 10 days of such date.

HEALTH INSURANCE CONTINUATION

CONTINUATION OF HEATH INSURANCE FOR TERMINATING EMPLOYEES

The Consolidated Omnibus Budget Reconciliation Act (COBRA) requires that all employer-sponsored health insurance plans offer certain employees and their family members the opportunity to continue health insurance coverage under the employers group insurance plan upon termination of employment. The full cost of this continuing coverage is the responsibility of the employee.

Continued coverage for qualified beneficiaries (covered employees and their spouses or dependent children) is only required for any of the following events which normally would result in the loss of coverage:

<table>
<thead>
<tr>
<th>Qualifying Event</th>
<th>Months of Continuation</th>
<th>Qualified Beneficiary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reduced hours, lay-off</td>
<td>18</td>
<td>Employee, Spouse, covered</td>
</tr>
<tr>
<td>Voluntary termination,</td>
<td>18</td>
<td>Employee, Spouse, covered</td>
</tr>
<tr>
<td>If disabled at time of separation</td>
<td>29</td>
<td>Employee, Spouse, covered</td>
</tr>
<tr>
<td>Discharge (other than gross misconduct)</td>
<td>18</td>
<td>Employee, Spouse, covered</td>
</tr>
<tr>
<td>Death of Employee</td>
<td>36</td>
<td>Employee, Spouse, covered</td>
</tr>
</tbody>
</table>
- Legal Separation
- Employee becomes eligible for Medicare
- Dependent Child attains maximum age

An employer is not required to provide continuation of coverage if:
- The employer ceases to provide the health insurance plan to all its employees;
- The qualified beneficiary fails to make timely payment to the premiums due;
- The qualified beneficiary becomes covered or is eligible to be covered under another plan or is entitled to Medicare benefits; or
- In the case of a covered spouse, the spouse remarried and becomes covered or is entitled to Medicare benefits; or
- In the case of a covered spouse, the spouse remarried and becomes covered or is eligible to be covered by another group plan.

All premiums for all of the coverage discussed above are the responsibility of the employee, spouse or dependents being covered by the plan. Any increase in premiums is also the responsibility of the person covered by the plan. Questions regarding any portion of this policy may be directed to the Human Resources Office, West Fargo Public Schools or call 356-2001.

**LIABILITY INSURANCE**

The Board of Education annually purchases a comprehensive school liability insurance policy. The policy covers all employee groups regardless of classification or full-time equivalence. An employee involved in a liability suit resulting from a school related activity is protected for resultant judgments up to $2,500,000 per occurrence plus all legal fees, subject to standard policy exclusions.

**LIFE INSURANCE**

All full-time employees (scheduled to work 30 hours or more per week) receive basic term life insurance in the amount of $25,000. (For employees age 65 and over, the policy amount will be reduced in accordance with policy provisions). The premium is paid by the district. Full-time employees are eligible to purchase additional life
insurance for themselves and/or their spouse and dependents at their own expense. Upon resignation or termination individual policy continuation is possible. The employee will deal directly with the insurance company regarding continuation.

**LONG-TERM DISABILITY**

All full-time employees (scheduled to work 30 hours or more per week) receive long-term disability insurance fully paid for by the school district. This insurance covers both job related and non-job related disabilities. Once approved, scheduled benefits begin on the 61st work day after disability and may continue until an employee reaches age 65 or is no longer deemed disabled.

Individuals hired prior to April 30 will be provided LTD and life insurance continuous summer coverage without cost to them. Employees hired on May 1 and after will not be eligible for coverage until September 1 unless they are 11 or 12-month employees.

**SUMMER INSURANCE/BENEFITS**

Employees who work less than 12 months (specifically, employees who work the 9 month school year) are considered to have earned the benefits for the summer following the school provided they have worked the entire nine-month school year as scheduled.

New employees who are hired prior to April 1 will receive insurance benefits for all three (3) summer months.

**RETIREE**

**RETIREE BENEFITS**

All classified employees who work 20 or more hours per week are required to enroll in the North Dakota Public Employee’s Retirement System (ND PERS). Through December 31, 2014, the district will pay both employee and employer contributions directly to ND PERS. Effective January 1, 2015, all employee hourly and salary wages in effect on that date will be increased to include the employee 7% contribution to
PERS. The employee 7% contribution will then be deducted from the employee’s paycheck as follows:

Employee Contribution  7.00%  of Gross Wages deducted from employee’s Paycheck
District Contribution  8.26%  of Gross Wages paid by WFPS
Total Contribution  15.26%  of Gross Wages

ND PERS also offers a Portability Enhancement Plan (PEP), which allows employees to also receive credit in their account for a portion of the pooled fund dollars. In order to access these dollars, the employee must make an elective contribution to a separate 403b annuity account. Contact the Human Resources office for information on the PEP program or call ND PERS at 1-800-803-7377.

Employees who do not work the minimum 20 hours per week have the option of participating in the group retirement plan at their own expense (15.26% of their salary). Contact the Human Resources Office for information on optional participation.

LEAVES

CATASTROPHIC LEAVE

All Classified employees may receive catastrophic leave under the following conditions:

a) To be eligible for catastrophic leave, an employee must:
   1) First qualify for sick leave under the sick leave provisions contained in this handbook.
   2) Have less than 60 days of available sick leave and all other applicable paid leaves at the start of such sick leave;
   3) Have exhausted all sick leave and other applicable paid leaves; and
   4) The reason for the sick leave must be an illness or injury of an extraordinary or severe nature causing extreme hardship on the employee.

b) The granting or denial of catastrophic leave shall be in the sole discretion of the Superintendent of Schools.
c) The Superintendent of Schools shall set the length of the catastrophic leave in his or her sole discretion but, in no event, shall it exceed 60 days, with all types of leave being combined to reach this 60 day limit.

d) Catastrophic leave, once granted, shall be taken as follows:

   The additional catastrophic leave days granted, not to exceed 60, shall be taken from sick leave days donated by other classified employees for such purpose.

The Superintendent of Schools shall establish rules and procedures for the implementation of catastrophic leave as he or she shall, in his or her sole discretion, determine are necessary for its implementation.

**EMERGENCY LEAVE**

Two days of emergency leave cumulative to a maximum of 4 days will be available in the event of damage to employee’s residence (fire, flood, etc), surgery or illness involving a member of the immediate family (spouse, parent, step-parent, sibling, step-sibling, child, step-child, grandparent, grandchild, parent-in-law, sister-in-law, brother-in-law, son-in-law, or daughter-in-law), or in the event an employee is traveling away from his or her residence and prevented from reaching work due to a weather related emergency, subject to the following:

1. All requests for emergency leave shall be made to the appropriate supervisor.
2. The granting or denial of emergency leave shall be determined by the supervisor in his/her sole discretion.

Part-time swimming pool employees and employees who work less than 9 months are not eligible for emergency leave.

**EXTENDED ILLNESS OF EMPLOYEES**

**EMPLOYMENT**

In the event of an extended illness the employment of a classified staff member shall be maintained until the following events occur;

1. Paid sick leave is exhausted.
2. 180 calendar days have passed since paid sick leave was exhausted.
When both of the above events have occurred, employment with the district is terminated unless a leave of absence has been granted. Employment of a staff member whose position has been terminated for reasons of extended illness will be reconsidered in the future provided there is a job opening which the staff member is qualified for and other job requirements are met.

**BENEFITS**

During the period of the illness, the district portion of employment benefits (medical insurance, dental insurance, vision insurance and long term disability insurance) will continue until all sick leave has been used or 60 work days have passed, whichever is longer, since the initial onset of the illness as determined by the employee’s physician or by one provided by the district. An employee who is scheduled for 30 hours or more per week may be eligible for long-term disability benefits through the district’s insurance carrier. The employee also has the option to purchase medical, vision, and dental insurance after the district coverage expires under rules established by the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985.

Employee group term life insurance benefits will be paid by the district until the end of the waiver of premium eligibility period.

After an illness of thirty or more working days, an employee must have the written concurrence to return to work by the employee’s physician or by one provided by the district.

**FAMILY AND MEDICAL LEAVE POLICY (FMLA)**

**A. General Provision**

It is the policy of West Fargo Public Schools to grant up to 12 weeks of family and medical leave during a 12-month period to eligible employees, in accordance with the Family and Medical Leave Act of 1993 (FMLA). The leave may be paid, unpaid, or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy. While on an approved FMLA leave, the employee’s health, dental & vision insurance benefits are maintained as if the employee were on the job.
B. Eligibility
In order to qualify to take family or medical leave under this policy, the employee must meet all of the following conditions:

1) The employee must have worked for the district for at least 1 year.

2) The employee must have worked at least 1,250 hours during the twelve-month period immediately before the date when the leave is requested to commence.

C. Types of Leave Covered
In order to qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

1) the birth of a child and in order to care for that child;

2) the placement of a child for adoption or foster care, and to care for the newly placed child;

3) to care for a spouse, child, or parent with a serious health condition; or

4) the serious health condition of the employee.

D. Advance Notice and Medical Certification
The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.

E. Enforcement
The US Department of Labor is authorized to investigate and resolve complaints of violations.

Contact the nearest office of the Wage and Hour Division, listed in most telephone directories under US Government, Department of Labor.

An eligible employee may bring a civil action against an employer for violations.

FMLA does not affect any Federal or state law prohibiting discrimination, or supersede any state of local law or collective bargaining agreement, which provides greater family or medical leave rights.

Additional information on FMLA is posted in every building, or contact the Human Resources Office 356-2001.
FUNERAL LEAVE

In the event of the death of a member of the immediate family (spouse, parent, step-parent, sibling, step-sibling, child, step-child, grandparent, grandchild, parent-in-law, sister-in-law, brother-in-law, son-in-law, or daughter-in-law) each classified employee is eligible for up to a maximum of five (5) work days of funeral leave without salary deductions. A maximum of two (2) work days of funeral leave per year (July 1 to June 30) may be granted without salary deduction for funerals other than immediate family.

A workday is defined as the scheduled hours each classified employee is to work as indicated on their work schedule.

The granting or denial of the funeral leave shall be determined by the immediate supervisor. The duration of funeral leave shall be determined by the Superintendent or Human Resources Director.
Part time swimming pool employees and employees who work less than 9 months are not eligible for funeral leave.

HOLIDAY PAY

Paid holidays are indicated on each classified employee’s work calendar. Twelve-month employees will receive eight paid holidays (July 4th, Labor Day, Veterans Day, Thanksgiving, Christmas, New Years Day, Good Friday, Memorial Day) in their first ten years of employment with the School District. After completing ten years of employment, twelve-month employees will receive nine paid holidays per year. The holiday added after the tenth year will be the Friday after Thanksgiving. After completing 15 years of employment, twelve month employees will receive ten paid holidays per year. The holiday added will be Christmas Eve. After completing 20 years of employment, twelve month employees will receive eleven paid holidays per year. The holiday added will be New Year’s Eve.

Employees who work at least 9 months but less than twelve months will receive seven paid holidays (Labor Day, Veterans Day, Thanksgiving, Christmas, New Years Day, Good Friday, Memorial Day) in their first ten years of employment with the School District, and after completing ten years of employment will receive eight paid holidays.
per year. The holiday added after the tenth year will be the Friday after Thanksgiving. After completing 15 years of employment, employees will receive nine paid holidays per year. The holiday added will be Christmas Eve. After completing 20 years of employment, employees will receive ten paid holidays per year. The holiday added will be New Year’s Eve.

An employee on leave **without** pay for the week will not receive holiday pay for any holiday occurring during that workweek.

An Employee who is asked to work on a holiday will be given holiday pay and hours worked.

Part time swimming pool employees are **not** eligible for paid holidays.

**JURY AND WITNESS LEAVE**

A classified employee who is involuntarily summoned to serve on jury duty or subpoenaed to testify in court or by deposition may elect to receive either normal compensation from the school district or compensation received for serving on jury duty or for testifying, but not both. A classified employee who elects to receive compensation from the school district must remit to the school district any compensation (excluding mileage and meal reimbursement) received for serving on jury duty or for testifying. The scheduled hours indicated on a classified employee’s work calendar will serve as the basis for determining normal compensation. Part time swimming pool employees and employees who work less than 9 months are **not** eligible for jury/witness leave.

**MILITARY LEAVE**

Employees who are members of the National Guard or the armed forces reserve when ordered by proper authority to active non-civilian employment shall be entitled to leave of absence. The first 20 days of such leave of absence shall be without loss of pay. If the leave of absence is necessitated by a full or partial mobilization of the National Guard or armed forces reserve, or emergency state active duty, the first 30 days of leave shall be without loss of pay.

**PERSONAL LEAVE**

Employees who do not qualify for paid vacation shall be entitled to Two (2) days accumulative to four (4) days of **personal leave with pay**. The employee’s day shall be
the number of hours designated on the employee’s payroll record. If the following
conditions are met:

(a) Employees must work a regular schedule of at least nine months.
(b) The employee must have been employed for at least sixty days.
(c) Personal leave must be requested two days in advance and is subject to
    supervisory approval. Employees who have access to AESOP will make their
    personal leave request in the AESOP system. For food service, custodial and
    transportation employees, request forms are available in all school offices and
    the bus barn.
(d) Under extraordinary circumstances, the supervisor may waive the 48-hour
    notice requirement.

Unused personal leave not eligible for carryover to the next school year shall be
payable at a rate equal to the 0 step rate for the employee’s job classification, except
that no payment shall be made for unused personal leave that is less than (1) hour in
duration.

Classified staff members who work less than twelve months will be allowed a maximum
of three personal leave days without pay during the school year. All available personal
leave with pay must be used first; therefore, employees will be subject to the following
limits:

<table>
<thead>
<tr>
<th>Employees with Paid Personal Days</th>
<th>Paid</th>
<th>Unpaid</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Paid</td>
<td>1</td>
<td>3</td>
<td>4</td>
</tr>
<tr>
<td>2 Paid</td>
<td>2</td>
<td>3</td>
<td>5</td>
</tr>
<tr>
<td>3 Paid</td>
<td>3</td>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td>4 Paid</td>
<td>4</td>
<td>3</td>
<td>7</td>
</tr>
</tbody>
</table>

In every instance, approval of unpaid personal leave will be contingent upon the
availability of qualified personnel to assume the duties of the employee on leave.

The Superintendent, in his/her sole discretion and under extraordinary circumstances,
may make exceptions to the above limitations.

Part time swimming pool employees and employees who work less than 9 months are
**not** eligible for personal leave.
POLITICAL LEAVE

The Board of Education recognizes the right of members of the professional and classified staff to participate in political governmental affairs in a manner afforded any other citizen, including the right to vote, the right to be an active member of a political party of his/her choice, the right to campaign for candidates for election to public office, the right to seek, campaign for, and serve in public office. Political activities of any employee seeking or holding office will be conducted outside the classroom and school premises.

LEGISLATIVE LEAVE

An employee who has been elected to the North Dakota Legislature will be granted a leave of absence for the purpose of serving during any regular or special session of the legislative assembly. A person granted such leave shall not be entitled to receive any salary or fringe benefits during the entire term of the leave. Any person who has had a legislative leave may take unpaid leave for legislative duties for the remainder of his/her term. The employee is responsible for the organization and coordination of their regular school responsibilities. No request for leave will be necessary when such activity does not interfere with the performance of the employee’s duties.

OTHER ELECTIVE OFFICE

An employee who has been elected to office other than the North Dakota Legislature may be granted an unpaid leave of absence if such a leave is necessary to fulfill the duties of the office. Such leave will be at the sole discretion of the superintendent of schools and may be for an extended period or for parts of days as necessary. Pay and benefits will be pro-rated according to the duration of the leave. The employee is responsible for the organization and coordination of their regular school responsibilities.

PROCEDURES FOR LEAVE USAGE

All employees must follow the District Absence Reporting Procedures applicable to your employee classification. Absence reporting procedures are distributed periodically by the Human Resources Department and are available on Human Resources Intranet.
Personal leave and vacation requests must be submitted at least two days in advance. A supervisor may waive this two-day requirement under extraordinary circumstances. All funeral leaves must be approved in advance by your supervisor. All requested leaves must be verified and approved by supervisors before the hours will be entered into the payroll system for payment.

The following guidelines will apply for employees using any type of leave for a partial day:

*When requesting leave hours for a partial work day, employees may not request an amount of leave hours which, when combined with regular hours worked on that day would result in a work day longer than the employee’s standard work day as defined on the employee’s work schedule. Exceptions may be approved by the Human Resources Director after review of the circumstances.*

PROFESSIONAL LEAVE

Professional Leave may be taken upon approval from the building principal and the Assistant Superintendent.

SICK LEAVE

Classified employees earn one workday of sick leave per month accumulative to 120 workdays. A workday is defined as the scheduled hours each classified employee is to work as indicated on his/her work schedule. In the case of bus drivers, a workday is defined as the regular route time as assigned by his/her supervisor. An employee who is on leave without pay from the district for a period of more than 10 work days per month will earn no sick leave for that month.

Maximum number of sick leave days that may be earned per year:

<table>
<thead>
<tr>
<th>Employee Type</th>
<th>Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>12-month employees</td>
<td>12</td>
</tr>
<tr>
<td>11-month employees</td>
<td>11</td>
</tr>
<tr>
<td>10-month employees</td>
<td>10</td>
</tr>
<tr>
<td>9-month employees</td>
<td>9</td>
</tr>
</tbody>
</table>

Sick leave can be used for personal medical appointments at the approval of appropriate supervisors. Requests must be made in advance. Employees may also use their sick for the illness of their spouse or child under the age of 21. Such leave
should be indicated as **FAMILY SICK** leave and also must be approved by the employee’s supervisor.

After first using all paid personal leave and emergency leave, an employee may request up to five days per year of sick leave for the care of the employee’s parent/step-parent who has a serious health condition. A request to use sick leave for such purpose shall be submitted to the Superintendent or his/her designee, and the granting or denial of such leave shall be in the sole discretion of the Superintendent or his/her designee.

Upon retirement from the District, eligible classified staff members will receive payment for any unused sick leave hours at the rate of $12.50 per hour. This sick leave payout shall be limited to the equivalent of forty-five (45) sick days with regard to the specific employee. The following calculation shall be made to determine the maximum hours available: The lesser of the number of hours assigned as the standard work day for the employee at the time of retirement times forty-five (45); or the number of sick leave hours available. To be eligible for this payment, the classified staff member must meet all of the following requirements:

1. Have at least 10 years of employment in the district.
2. Attain retirement eligibility as follows:
   a) For employees who are PERS eligible: qualify for a non-reduced retirement benefit under the Public Employees Retirement System, either by reaching the applicable: Rule of 85 or by attaining age sixty-five (65).
   b) For employees who do not participate in PERS, the attainment of age 65.
   c) Formally declare their intention to retire by submission of letter to the Human Resources Office at least four weeks in advance of the retirement date.

Upon meeting all of the above requirements, payment to the classified staff member shall be made through the regular payroll of the District on the first regular payroll that occurs after the final regular working hours are paid out to the employee.

Part-time swimming pool employees and employees who work less than 9 months are **not** eligible for sick leave.
VACATION

All classified employees who are scheduled to work thirty (30) hours or more per week for twelve (12) months earn vacation days as per the schedule below: (An employee’s day is defined as the daily scheduled hours as indicated on the work calendar).

<table>
<thead>
<tr>
<th>Years</th>
<th>Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-5</td>
<td>12</td>
</tr>
<tr>
<td>6-10</td>
<td>15</td>
</tr>
<tr>
<td>11-15</td>
<td>18</td>
</tr>
<tr>
<td>16-20</td>
<td>21</td>
</tr>
<tr>
<td>21+</td>
<td>24</td>
</tr>
</tbody>
</table>

An employee who is on leave **without pay** from the district for more than 10 workdays per month will earn **no** vacation for that month. An employee who departs from the district before working 20 days in month of departure will earn **no** vacation for that month.

Newly hired classified employees must wait two (2) months before taking any vacation that has been earned during the first two months of employment.

Vacation earned during the fiscal year (July 1-June 30) must be used by June 30th of the next fiscal year or be forfeited. Unpaid time off for employees who have exhausted their available vacation must be approved by the employee’s supervisor **and** the Human Resources Director.

Swimming pool employees and bus drivers are **not** eligible for vacation.

POLICIES CONCERNING STUDENTS

CHILD ABUSE AND NEGLECT (File 5-1000)

REPORTING PROCEDURES FOR EDUCATORS UNDER NDCC 50-.25.1

**CHILD ABUSE** - Under North Dakota statues an “abused child” means an individual under the age of 18 years who is suffering from serious physical harm or traumatic abuse caused, other than accidental means, by a person responsible for the child’s health or welfare; or has been sexually molested or exploited. Sexual abuse includes but is not limited to incest, rape, carnal knowledge, sodomy, or unnatural or perverted sexual practices.
CHILD NEGLECT - Under North Dakota statues a neglected child means a deprived child. A deprived child means a child who:

◆ Is without proper parental care or control, subsistence, education as required by law, or other care or control necessary for one child’s physical, mental, or emotional health, or morals, and the deprivation is not due primarily to the lack of financial means of his parents, guardian or other custodian;

◆ Has been placed for care or adoption in violation of law; or

◆ Has been abandoned by one child’s parents, guardian or other custodian.

Harm means negative changes in a child’s health which occur when the parent or other person responsible for his health;

◆ Inflicts or allows to be inflicted, upon the child, physical or mental injury, including injuries sustained as a result of excessive corporal punishment; or commits, allows to be committed or conspires to commit, against the child, a sex offense as defined in the North Dakota Century Code.

A PERSON RESPONSIBLE FOR CHILD’S WELFARE - A person responsible for a child’s welfare means the child’s parents, guardian, foster parent, an employee of a public or private school or nonresidential child-care facility, an employee of a public or private residential home, institution, or agency, or other person responsible for the child's welfare in a residential setting.

REPORTING PROCEDURE - School staff members shall immediately cause oral or written reports to be made to the County Social Services and to the school principal. When oral reports are made they shall be followed by written reports within 48 hours to the County Social Services.

The obligation of the principal to report cases of suspected child abuse or neglect brought to the principal’s attention by staff members is not discretionary and the principal shall assure that the case is duly reported if this has not already been done.

School staff members may initially question the child to determine if the child’s injuries resulted from cruel or inhumane treatment, sexual abuse or malicious acts by the child’s caretaker. However, in no case should the child be subjected to undue pressure in
order to validate the suspicion of abuse. Validation of suspected child abuse is the responsibility of social services. Any doubt about reporting a suspected situation is to be resolved in favor of the child and the report made immediately.

In suspected cases of physical and sexual abuse, the suspect victim may be questioned by the social worker at the school without the principal obtaining permission of the victim’s parent or guardian.

Questions about NDCC 50-25.1

**WHO MUST REPORT?**

According to laws in this state, persons required to report suspected child abuse or neglect include: any physician, nurse, dentist, optometrist, medical examiner or coroner, or any other medical or mental health professional, religious practitioner of the healing arts, school teacher or administrator, school counselor, social worker, day care center or any other child care worker, police or law enforcement officer having knowledge of or reasonable cause to suspect that a child coming before him in his official or professional capacity is abused or neglected shall report the circumstances to the division.

Any person having reasonable cause to suspect that a child is abused or neglected may report such circumstances to the division.

**HOW TO REPORT?**

All persons mandated or permitted to report cases of known or suspected case abuse or neglect shall immediately cause oral or written reports to be made to the local Social Service Board Office or the Regional Human Service Center. Oral reports shall be followed by written reports within 48 hours if so requested.

**WHAT ABOUT LIABILITY?**

Any persons other than the alleged violator, participating in good faith in making a report, assisting in an investigation, furnishing information to an investigator, or in
providing protective services under this chapter, is immune from any liability, civil or criminal, that otherwise might result from reporting the alleged case of abuse or neglect. For the purpose of any proceeding, civil, or criminal, the good faith of any person required to report cases of child abuse or neglect shall be presumed.

**EMPLOYEE DISCIPLINE PROHIBITED**

An employer who imposes any form of employee discipline against an employee solely because that employee reported having reasonable cause to suspect that a child was abused or neglected shall be guilty of a class B misdemeanor.

**CONFIDENTIALITY OF RECORDS**

All reports made under this chapter, as well as any other information obtained are confidential. Information can be shared with certain persons. (see North Dakota Century Code 50-25.1)

A person required to report and who has made a report of suspected child abuse or neglect, if the child is likely to or continues to come before the reporter in the reporter's official or professional capacity, may receive information on the investigation and follow-up on a particular case.

**IS THERE A PENALTY FOR FAILING TO REPORT?**

Any person required by this chapter to report a case known or suspected child abuse or neglect, who willfully fails to do so, is guilty of a class B misdemeanor.

**CORPORAL PUNISHMENT, STUDENT CONDUCT AND DISCIPLINE (File 5-2000)**

Conduct Standards

Students will be expected to conduct themselves in a manner fitting their age level and maturity, in a manner that will not impede on the orderly conduct of district schools, and will be expected to respect the rights of others on district property, including, but not limited to, district owned/leased/chartered vehicles, at school-sponsored events, and off-campus when student conduct has or is reasonably predicted to have a substantially disruptive effect on district operations and/or the educational environment.

Disciplinary Standards

Consequences for misconduct will be fair and developmentally appropriate in light of the circumstances. The Superintendent shall develop age-appropriate disciplinary standards in consultation with principals and other applicable district personnel. In addition, the
Superintendent shall develop administrative regulations to assist administrators/their designees with investigating potential conduct violations.

Disciplinary policies, procedures, and guidelines need not be identical in content district wide but must:

- Be identical in content for all district elementary schools;
- Be identical in content for all district middle schools;
- Be identical in content for all district high schools.

**Disciplinary Standards for Special Education Students**
District employees are required to comply with the Individuals with Disabilities Act when responding to violations of student conduct standards by special education students.

**Prohibited Disciplinary Actions**
The Board recognizes that reasonable physical force may occasionally be necessary to guard the safety and well-being of students or employees or to deliver a student to an administrator’s office; however, the use of corporal punishment, defined as the willful infliction of pain on a student, is not allowed in the West Fargo Public School District. Corporal punishment does not include action taken by an employee for self-defense, protection of persons or property, obtaining possession of a weapon or other dangerous object, to quell a verbal disturbance, for the preservation of order, or pain or discomfort caused by athletic competition or recreational activities voluntarily engaged in by a student.

Complaints alleging that a district employee inflicted corporal punishment will be dealt with in accordance with school board policy on personnel complaints.

**Disciplinary Authority**
Regulations on disciplinary standards and investigation procedures shall delineate the degree of disciplinary authority that the district shall grant to teachers and principals.

Other school personnel shall be granted disciplinary authority by the Superintendent on a case-by-case basis based on the nature and scope of the employee’s duties. Personnel granted such authority shall be required to comply with this policy and any disciplinary authority limits established by regulations. Employees unauthorized to administer student discipline shall report student misconduct to the appropriate school authority.

Any district employee who acts outside the scope of his/her assigned level of disciplinary authority may be subject to disciplinary action, including but not limited to, discharge from/termination of employment in accordance with law and/or the negotiated agreement.
Staff–Student Relations/ Ethical Boundaries (DEBD-AP)

For the purposes of this policy, an “educator” is any person employed in any capacity by the district, who has the opportunity, privilege and responsibility of interacting with students on behalf of the district. Educator – student relationships are important in creating a productive school or classroom climate and to the individual success of students. The educator – student relationship is a reciprocal relationship that is continually developing. In fostering these developing relationships, staff must be aware that there is a line between a relationship that promotes motivation and learning and one that hinders motivation and learning. As the professional and the adult in these relationships, the staff member must be prepared to set parameters and limits to maintain an ethical relationship based upon trust.

It is this foundation of trust that creates the duty of teachers to act as a fiduciary in their students’ best interest and to create and maintain a safe classroom environment for their students.

Educators develop a foundation of trust and healthy relationships with students through ethical behavior. Ethical behavior is acting conscientiously within appropriate boundaries.

Although there are certain behaviors between an educator and student that are always appropriate or inappropriate, sometimes what is appropriate in one instance may not be appropriate in another. Boundaries exist to distinguish between what is appropriate and what is inappropriate in relationships. Boundaries are established to protect both educator and student from the potential, or supposed, abuse of power, control and influence.

Following are examples of boundaries. This list is not all inclusive and is set forth as a guideline only, to help teachers in maintaining an appropriate relationship with students. As professionals, educators are called upon to make judgments, and these guidelines are designed to assist such judgment regarding ethical boundaries.

1. Curricular Boundaries: what is presented in the classroom must be appropriate for the age and maturity of the students.

2. Emotional Boundaries: educators need to control their emotions and resist acting in anger; avoid sarcasm, or demeaning and insulting behavior toward their students; and avoid cursing at students or in front of students.

3. Relationship Boundaries: it is always inappropriate for an educator to engage in a romantic or sexual relationship with a student; intimate gestures and language are to be avoided. Meeting one on one with a student for an educational purpose may be appropriate, but meeting in a private or secluded setting for a non-educational purpose is inappropriate. Complaints or allegations of an inappropriate relationship will be investigated per the attached regulation, DEBD-AR.

4. Power Boundaries: educators may not use their authority to harm a student nor allow a student to violate school rules or law; and may not reward or punish a
student based on their relationship with the teacher, their popularity or favors done by the student for the educator.

5. Institutional Boundaries: educators should use caution and judgment with contact outside of the school or activity setting. Educators should use caution both outside of school and even within the school or activity setting in spending time alone with individual students. Educators should avoid transporting students alone, except in case of emergencies and/or with full knowledge of a supervisor and/or parent/guardian.

6. Communication Boundaries: Except for such personnel as trained counselors, psychologists or social workers in the school setting, other educators' conversations about highly personal matters with a student are generally inappropriate and should be avoided. Engaging in conversations with a student when the student is sharing information that does not benefit the student crosses ethical boundaries. Breaches in confidentiality and offering advice on personal matters should be avoided. Telephone conversations with students should be limited to school related topics, be of short duration and should be limited to day time or early evening time periods; and, since educators are mandated reporters they should make it clear to students that there are conversations that cannot be kept confidential. Engaging in friendships with students through the use of email, texting or social media should be avoided. Staff should also avoid the sharing of highly personal information about their own private lives with students.

7. Temporal Boundaries: spending too much time with one student detracts from time available for other students and gives the impression of favoritism, and may create the potential for or perception of violation of other ethical boundaries.

8. Expertise Boundaries: Only educators trained to do so may act as a counselor, therapist or social worker. Educators’ mentoring of students should be limited to academic or activity-related roles. In other matters, educators may listen to and encourage students and, when appropriate, should refer students to school professionals who are trained to deal with serious issues.

Every decision made by an educator with respect to her or his students should be prefaced with the question “Whose needs are being met by my course of action?” The only acceptable answer is “the needs of the student.” When teachers become, confidants, friends or counselors of students, a dual relationship exists which creates an ambiguity in the teacher – student relationship where roles are less defined. This ambiguity can foster inappropriate actions and the potential for educator misconduct.

Alleged violations of this policy will be investigated following District policies and state law and, if it is determined a teacher has violated this policy, appropriate disciplinary action will be taken.

Adopted: 09/29/15
Reviewed:
Revised
West Fargo Public Schools requires employees, volunteers, and students to treat one another with respect and professionalism. All employees and volunteers are expected to exercise good judgment and maintain professional boundaries when interacting with students at all times, on and off school property.

Prohibited Behavior
Any behavior of a sexual nature towards students is strictly prohibited. Such behavior includes but is not limited to the following:

1. Any activity that may lead to a sexual relationship such as non-school related electronic communications including but not limited to phone calls, texting, e-mail exchanges, or activity on social media; dating; sending intimate correspondence; and/or engaging in sexualized dialogue.
2. Any sexual relationship between an employee or volunteer and a current student, regardless of his/her age, or a former student under the age of 18.
3. Any conduct by an employee or volunteer that would constitute a sexual offense as defined in state law.

Individuals aware of any of these prohibited behaviors are expected to report such action to a building administrator or the Superintendent. All reported prohibited behavior shall be investigated. If disciplinary action is deemed warranted at the completion of the investigation, the District shall take appropriate action up to and including termination of employment in accordance with law and/or reporting such activity to appropriate state licensing and law enforcement officials.

School District Action
Upon receipt of a complaint or report of a sexual relationship between a staff member and student, the school district shall undertake or authorize an investigation by school district officials or a third party designated by the school district. The school district investigation may be suspended in deference to an active criminal investigation by law enforcement. West Fargo Public School District will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's obligation to investigate, take appropriate action, and comply with any legal disclosure obligations.

Investigation Timeframes
The investigation shall be completed within 60 days of the report or incident in the case of an investigation suspended or deferred to law enforcement, conclusion of a district investigation will be completed within 60 days of conclusion of the legal investigation or process.

Investigation Report
After the fact-gathering process, the investigator shall complete a written report containing a determination of whether allegations were substantiated, whether this policy was violated, and recommendations for corrective action, if any. These
determinations shall be made on a case-by-case basis. The investigator shall assess if a violation of this policy occurred based on, but not limited to, the following criteria:

1. Whether evidence suggests a pattern of conduct supporting or disproving the allegations
2. Ages of the parties involved
3. Relationship between the parties involved
4. Severity of the conduct
5. How often the conduct occurred, if applicable
6. How the District resolved similar complaints, if any, in the past.

The investigation letter shall indicate if any measures shall be instituted to protect the complainant. Such measures may include, but not be limited to, extending any interim protection measures taken during the investigation. The letter shall also inform the complainant of support services available.

The resolution listed in the investigation report shall be final and binding; however, nothing shall prevent the parties from seeking judicial redress through a court of competent jurisdiction or through any applicable state or federal complaint procedures.

**Disciplinary Action**

Upon receipt of an investigation letter which indicates that the complaint is valid, the Human Resources Officer shall review the findings and recommendation of the investigator and confirm or determine the appropriate disciplinary action if the individual(s) against whom the complaint is filed is an employee. If disciplinary action is deemed warranted at the completion of the investigation, the District shall take appropriate action up to and including termination of employment in accordance with law and/or reporting such activity to appropriate state licensing and law enforcement officials. A post investigation report may be placed in the appropriate personnel file.

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

**Reprisal**

The school district will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who retaliates against any person who makes a good faith report, testifies, assists, or participates in an investigation, or participates in a proceeding or hearing relating to inappropriate relations between students and staff members. Retaliation includes, but is not limited to, any form of intimidation, harassment, or intentional disparate treatment.

**Victim Protection**

When the District confirms that a violation of this policy has occurred, it shall notify the victim/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 incident(s) or other violations of this policy. Strategies may include, but not be limited to, the following:

- Additional training for all students and applicable staff on implementation of this policy and/or prevention.
- 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.

- Assignment of district staff to monitor, more frequently, areas in the school where incidents have occurred.
- Referral to counseling services for the victim and perpetrator.
- Modification of the classroom assignment/schedule(s) and other appropriate measures imposed to minimize the contact between a perpetrator and the victim.

Document Retention
In accordance with the North Dakota Century Code, all investigation reports will be forwarded and filed with the Human Resource Department. 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 turns 18 or graduates from high school, whichever is later. If a student does not graduate from the District, such reports and investigation material shall be retained for six years after the student turns 18. For employees, investigation reports shall be retained by the District during the time of employment and six years post-employment.

Employee Assistance Program
For persons employed by the school system who are involved in an investigation process or incident, the West Fargo School District provides the Employee Assistance Program (EAP). The intent of this program in this case would be to help the employee deal with the psychological effects of being involved in the process.

DISPENSING OF MEDICATIONS TO ELEMENTARY AND MIDDLE SCHOOL STUDENTS

Some students attending West Fargo Public Schools take prescribed and/or over-the-counter medications during school hours. Elementary and middle school students will have these medications administered during school hours in accordance with procedural guidelines, unless the prescribed medication pertains to North Dakota Century Code 15.1-19-16, Self-Administration of Medication by Student – Liability.

Detailed procedures and forms for administering medication to students are available at the District Office, School Office, or on the District Website.
FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT

The Family Educational Rights and Privacy Act (FERPA) affords parents and students over 18 years of age ("eligible students") certain rights with respect to the student's education records. These rights are:

1. The right to inspect and review the student's education records within 45 days of the day the School receives a request for access. Parents or eligible students should submit to the School principal a written request that identifies the record(s) they wish to inspect. The School official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate or misleading. Parents or eligible students may ask the School to amend a record that they believe is inaccurate or misleading. They should write the School principal, clearly identify the part of the record they want changed, and specify why it is inaccurate or misleading. If the School decides not to amend the record as requested by the parent or eligible student, the School will notify the parent or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA authorizes disclosure without consent. One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official is a person employed by the School as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the School Board; a person or company with whom the School has contracted to perform a special task (such as an attorney, auditor, medical consultant, or
therapist); or a parent or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility. Upon request, the School discloses education records without consent to officials of another school district in which a student seeks or intends to enroll.

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the School to comply with the requirements of FERPA. The name and address of the Office that administers FERPA is:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202-4605

FIRE DRILLS AND TORNADO DRILLS

Fire and tornado drills are to be conducted under the supervision of the principal. Drills will not all come at the same period of the day. Room doors must be shut after all people have cleared the room during a fire drill. Check with your building handbook for the exit procedures.

SMOKE/TOBACCO FREE ENVIRONMENT (File 7-1000)

Please refer to page 31 of this handbook for a complete copy of the Board Policy regarding Smoke/Tobacco Fee Environment. This policy applies to students, employees and the general public.
HARASSMENT/DISCRIMINATION COMPLAINT FORM -- Appendix A
FILE 1-9000 COMPLAINT PROCEDURES
WEST FARGO PUBLIC SCHOOL DISTRICT

Complainant
Student_________ Employee_________ Other__________ If other, please specify__________
Home Address_______________________________________________ Home Phone____________________
School Attending/Employed At__________________________________ Work Phone____________________
Specific Date(s) Of Alleged Incident(s)__________________________________________________________
Name Of Person(s) You Believe Harassed You____________________________________________________
List Any Witnesses That Were Present___________________________________________________________
Where Did The Incident(s) Occur?______________________________________________________________

Describe the incident(s) as clearly as possible including such things as threats, requests, demands, offensive
language, or intimidation. Also describe the severity of the incident(s) as well as the number of times it (they)
occurred. (Attach additional pages if necessary.)

__________________________________________________________________________________________
__________________________________________________________________________________________
__________________________________________________________________________________________
__________________________________________________________________________________________
__________________________________________________________________________________________
__________________________________________________________________________________________

If you are requesting that specific action be taken, please describe that action:

__________________________________________________________________________________________

ACKNOWLEDGEMENTS

I understand the following:

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

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

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

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

This complaint is filed based on my honest belief that [Name of Person] has harassed me. I hereby certify that the information I have provided in this complaint is true, correct, and complete to the best of my knowledge and belief. I have read and understand the statements made in this acknowledgement section.

Signature Of Complainant_________________________________________ Date

Received By_________________________________________ Date

Action Taken_________________________________________

_______________________________________________________________ ________________________
Signature Of Administrator      Date

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WEST FARGO SCHOOLS CLASSIFIED IMPROVEMENT PLAN -- Appendix B

EMPLOYEE ___________________ SCHOOL _______________ DATE _________

OBJECTIVE:

ACTION PLAN:

Developed by ______________________  ______________________
Supervisor’s Signature     Employee’s Signature

MONITORING SYSTEM:

Project completion date ______________________________________
Conference dates ____________________________________________
Comments:

Actual completion date: __________________________________

RESULTS:

______ Objective has been achieved
______ Progress made, improvement must continue, revised monitoring dates shown above
______ Objective has not been achieved, consequence (to be determined by supervisor) may include unpaid suspension, or termination of employment

Supervisor’s recommendations:

Employee’s comments ______________________________________

____________________(Supervisor’s Signature) ______________________(Employee’s Signature)
<table>
<thead>
<tr>
<th>POSITION</th>
<th>DIRECT SUPERVISOR (S)</th>
</tr>
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<tbody>
<tr>
<td>Adm. Asst. to the Superintendent</td>
<td>Superintendent</td>
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<tr>
<td>Payroll Specialist, HR Manager</td>
<td>HR Director</td>
</tr>
<tr>
<td>HR Generalist, Benefits Specialist</td>
<td>HR Director</td>
</tr>
<tr>
<td>Payroll Supervisor</td>
<td>HR Director</td>
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<tr>
<td>Accountant</td>
<td>Business Manager</td>
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<tr>
<td>Assistant Superintendent’s Adm. Asst.</td>
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<tr>
<td>Human Resources Adm. Asst.</td>
<td>Human Resources Director</td>
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<tr>
<td>Food Service Adm. Asst.</td>
<td>Director of Food Service</td>
</tr>
<tr>
<td>Buildings &amp; Grounds Adm. Asst.</td>
<td>Director of Buildings &amp; Grounds</td>
</tr>
<tr>
<td>Business Office Adm. Asst.’s</td>
<td>Business Office Manager</td>
</tr>
<tr>
<td>Special Education Adm. Asst.</td>
<td>Special Education Director</td>
</tr>
<tr>
<td>Bus Drivers</td>
<td>Director of Transportation</td>
</tr>
<tr>
<td>Central Maintenance Personnel</td>
<td>Director of Buildings &amp; Grounds</td>
</tr>
<tr>
<td>Theatre Technician</td>
<td>Director of Buildings &amp; Grounds</td>
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<tr>
<td>Grounds Service Manager</td>
<td>Director of Buildings &amp; Grounds</td>
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<tr>
<td>Custodians</td>
<td>Director of Buildings &amp; Grounds</td>
</tr>
<tr>
<td>Delivery Person</td>
<td>Director of Buildings &amp; Grounds</td>
</tr>
<tr>
<td>Central Kitchen Supervisor</td>
<td>Director of Food Service &amp; Principal</td>
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<tr>
<td>Cooks</td>
<td>Director of Food Service &amp; Principal</td>
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<tr>
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<td>Director of Food Service &amp; Principal</td>
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<tr>
<td>Head Elementary Cooks</td>
<td>Director of Food Service &amp; Principal</td>
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<td>Building Head Cook</td>
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<td>COTA</td>
<td>Occupational Therapist</td>
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<td>Interpreter</td>
<td>Special Education Director</td>
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<td>Special Education Teachers</td>
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<tr>
<td>Nurses</td>
<td>Assistant Superintendent &amp; Building Principals</td>
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<tr>
<td>School Building Adm. Asst.</td>
<td>Building Principal</td>
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