



# CLASSIFIED SALARY & BENEFIT PACKAGE



# 2024-2025

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**I. GENERAL TERMS OF EMPLOYMENT**

**A.** This manual addresses terms of employment for all Dickinson Public School District No. 1 (hereinafter referred to as "DPSD") full-time, part-time, and temporary employee positions not covered by the Professional and Administrative Benefit Packages.

1. This Classified Employee Salary and Benefit Package Handbook DOES NOT constitute a contractual agreement between the employees and the DPSD. Classified employees and the DPSD are engaged in an at-will employment relationship. Either party is free to terminate the relationship at any time, with or without reason or notice. The DPSD is not bound by any oral promises concerning a classified employee's length of employment.
2. This Classified Employee Salary and Benefit Package is meant for informational purposes to understand possible working conditions and relationships. It shall not be construed to form a contract of employment between the DPSD and its classified employees. The DPSD reserves the unilateral right to change this Classified Employee Salary and Benefit Package at any time.
3. The DPSD does not discriminate on the basis of sex, gender identity, race, religion, ancestry, marital status, age, disability, national origin, color, or other protected class in its education programs/activities and employment policies/practices.

**B. Definitions**

1. Full-Time Employee Positions - Positions requiring employment for a minimum of nine (9) months per calendar year and forty (40) hours per week.
2. Part-Time Employee Positions (Benefit Eligible) - Positions requiring at least 20 hours per week but less than forty (40) hours per week.
3. Part-Time Employee Positions (Not Benefit Eligible) - Positions requiring less than twenty (20) hours per week.
4. Fringe Benefits - The following benefits are offered to classified employees hired to work at least twenty (20) hours per week.
  - a. Sick Leave
  - b. Personal Leave
  - c. Paid Holidays
  - d. Health Insurance
  - e. Dental Insurance
  - f. Vision Insurance
  - g. Term Life Insurance
  - h. North Dakota Public Employees Retirement System (NDPERS)
  - i. Long-Term Disability (LTD)
  - j. Short-Term Disability (STD)
  - k. Employee Assistance Program (EAP)

In addition to the above, classified employees hired to work twelve (12) months per calendar year and who work at least twenty (20) hours per week are entitled to paid vacation as set forth in Section III (D).

**C. Health Insurance**

1. The health benefit and the type of plan offered to benefit eligible employees will be determined by the School Board. The District's contribution toward this benefit will be prorated to the half hour based on the number of hours worked per day. See the chart below.

# Hours Worked Per Day Paid	Prorated Share by District	Prorated Share by Employee
8	80%	20%
7.5	75%	25%
7	70%	30%
6.5	65%	35%
6	60%	40%
5.5	55%	45%
5	50%	50%
4.5	45%	55%
4	40%	60%

2. Health insurance will begin on the first day of the month following the employee's first full month of employment. For example: Health insurance will begin for an employee with a start date of September 15 on November 1.

**D. Dental Insurance**

1. Benefit eligible employees will be eligible to participate in a dental group plan. Payment of the dental premium for the group plan approved by the School Board will be eighty percent (80%). The District's contribution of 80% toward this benefit will be prorated based on the number of hours worked per day using the same scale as the health insurance contributions.
2. Dental insurance will begin on the first day of the month following the employee's first full month of employment. For example: Dental insurance will begin for an employee with a start date of September 15 on November 1.

**E. Vision Insurance**

1. Benefit eligible employees will be eligible to participate in a vision group plan. The employee will be responsible for 100% of the premium.
2. Vision insurance will begin on the first day of the month following the employee's first full month of employment. For example: Vision insurance will begin for an employee with a start date of September 15 on November 1.

**F. Term Life Insurance**

1. The DPSD pays for \$50,000 term life insurance for classified employees who work a minimum of 20 hours per week.
2. Employees may choose additional amounts of term life insurance, according to IRS regulations, at their own expense.

**G. North Dakota Public Employees Retirement System (NDPERS)**

1. Classified employees who work a minimum of twenty (20) hours per week are required to enroll in the North Dakota Public Employee Retirement Program (NDPERS).
2. The employee will contribute three percent (3%) of his/her salary and the District will contribute 13.26% to the plan. An employee working less than 20 hours per week may elect to enroll at his/her own expense paying the full 16.26% of his/her salary.

**H. FICA**

1. Social Security taxes will be applied at the current rate.

**I. Employee Assistance Program**

1. Dickinson Public Schools provides an Employee Assistance Program (EAP) for all classified employees. The EAP is a comprehensive support to help employees be their best.

**J. Long-Term Disability Insurance**

1. Dickinson Public Schools provides long-term disability insurance for all classified employees who are employed for 20 or more hours per week. The benefit formula is calculated at 66.67% of the covered monthly earnings. Benefits will commence after 90 non-working calendar days and all leave has been exhausted.
2. Long-Term Disability insurance will begin on the first day of the month following the employee's first full month of employment. For example: Long-term disability insurance will begin for an employee with a start date of September 15 on November 1.

**K. Short-Term Disability Insurance**

1. Benefit eligible employees will be eligible to participate in a short-term disability plan. The employee will be responsible for 100% of the premium.
2. Short-term disability insurance will begin on the first day of the month following the employee's first full month of employment. For example: Short-term disability insurance will begin for an employee with a start date of September 15 on November 1.

**L. Employment Termination**

1. The employment of any classified employee may be terminated at the will of the employee. Classified employees should provide the DPSD with two weeks of advance notice of their decision to terminate their employment. Please see board policy DKBC Early Resignation Notification attached at the back of this package for your convenience.
2. Employment of any classified employee may be terminated at the will of the DPSD. When possible, DPSD should provide a classified employee with two weeks of advance notice prior to the intended termination date. In the event the DPSD exercises this right of termination, the decision may be made and executed by the appropriate supervisor who is most intimately involved with the job of the employee to be terminated. Appropriate supervisors include the Superintendent, Assistant Superintendent, Directors, and building principals.
3. In the event it becomes necessary to terminate any classified employee without giving two (2) weeks notice, such employment may be terminated without any notice to the employee upon action by the Superintendent or his/her designee.
4. Elimination of any classified position will be determined by administration. A classified employee whose employment is terminated by the elimination of a classified position may apply for other open positions within the DPSD for which he/she is qualified.
5. Any classified employee leaving the employment of the DPSD will receive payment for all days worked and all unused earned personal and vacation days, if applicable.

**M. Workforce Safety**

Any classified employee who is injured while performing their assigned duties shall receive such compensation and expenses as are prescribed by the Workforce Safety Laws of the State of North Dakota. The DPSD will pay the difference between Workforce Safety received and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave and/or vacation pay. A Workforce Safety claim will not be processed by the District until an accident/injury report has been completed by the injured employee, verified by the employee's administrative supervisor, and submitted to the Central Administration Office.

**N. Tax Sheltered Annuities**

The Central Administration Office will cooperate with classified employees wishing to participate in a tax-sheltered annuity plan. To add a new annuity plan, there must be a minimum of three employees participating. All vendors choosing to do business with Dickinson Public Schools must have signed an Information Sharing Agreement and the Plan Service Provider Agreement.

**O. Flexible Benefits Plan**

1. Classified employees who are eligible for fringe benefits have the option of enrolling in the District’s Flexible Benefits Plan. The three components of this plan are:
  - a. Insurance Premium Conversion
  - b. Medical Reimbursement Account
  - c. Dependent Care Account
2. The flexible benefits plan will begin on the first day of the month following the employee’s first full month of employment. For example: The flexible benefits plan will begin for an employee with a start date of September 15 on November 1.

**P. Work Breaks**

In accordance with NDCC § 46-02-07-02(5), breaks, such as 15-minute “coffee” breaks, are not required but will be compensated when offered. If your schedule permits, you may be allowed to take up to two paid work breaks of 15 minutes each, one in the first half of your shift and one in the second half of your shift. Breaks may not be accumulated if one is not taken, nor can they be used for coming to work late or leaving early. Break times must be approved by the building administrator/designee.

**Q. Jury Duty**

In accordance with NDCC § 27-09.1-17, no employee of DPSD will be deprived of employment, laid off, penalized, threatened or otherwise coerced as a result of the employee receiving or responding to a jury summons, or serving as a juror. During jury duty, classified employees shall be paid their regular wages based on the number of hours that they typically work (not to exceed 40 hours per week) but shall remit any statutory compensation received for jury duty to the District. See Policy DDEA.

**R. Military Leave**

Military leave shall be granted pursuant to current state (NDCC § 37-01-25 and NDCC § 37-01-25.1) and federal law (38 U.S.C. 43). See Policy DDBD.

**S. Classified Position Descriptions**

**2024-2025 CLASSIFIED CATEGORIES**

**2024-2025 CLASSIFIED “A” CATEGORIES**

**Category 1**

Administrative Assistant 1

- Administrative Assistant for Superintendent/School Board

Supervisor 1

- Head Custodian – DHS
- Head Custodian – CTE

**Category 2**

Administrative Assistant 2

- Administrative Assistant for CAO Departments
- Administrative Assistant for Assistant Superintendent

Supervisor 2

- Head Custodian – DMS
- Head Custodian- CAO/Berg/Hagen
- Head Cook (Serving > 600)

**Category 3**

Administrative Assistant 3

- Administrative Assistant for Activities
- Administrative Assistant for Buildings
- Administrative Assistant for DHS Student Affairs

Assistant Coordinator (RASP)

**Category A1**

Social Worker

Physical / Occupational Therapist

SLP (Classified)

School Nurse

Behavioral Health Specialist

Classified Interventionalist (CPI)

Community Relations Director

**Category A2**

Building and Grounds (Licensed)

**Category A3**

ALC Director

Partner in Parenting Director

**Category 4**

- Administrative Assistant 4
- Receptionist (CAO)
  - Administrative Assistant for ALC, PIP, RASP, ECP
  - Administrative Assistant for Process Facilitators

DHS Discipline Supervisor

District Logistics Assistant (CAO)

DMS/DHS Maintenance Tech

Supervisor 3

- Head Custodian – Elementary
- Head Cook (Serving <600)

**Category 5**

Paraprofessional

Transition Coordinator Assistant

**Category 6**

General Custodian

**Category 7**

Assistant Cook

**Category 8**

Kitchen / Salad Bar Helper

Lunchroom/ Playground Supervisor/ Mosaic Operator

**Category 9**

RASP Site Supervisor

**Category 10**

RASP Worker

**Category 11**

Student Worker

**Category A4**

- Certified Instructor (ALC)  
SWCHS Success Facilitator  
Transition Coordinator

**Category A5**

- Business Office Manager (CAO)  
Human Resource Manager  
Technology/Network Manager  
Buildings and Grounds Manager  
Food Service Manager  
Fiscal Manager (SWCTE)

**Category A6**

- School Nutrition Coordinator  
RASP Coordinator

**Category A7**

**Category A8**

- Payroll Specialist  
Grant Specialist  
Technology Specialist

**Category A9**

- SLPP  
Non-Certified Instructor (ALC)  
COTA

**Category A10**

- Multimedia Specialist

Category placement of positions and exempt/non-exempt designations of positions will be determined by the Superintendent or Assistant Superintendent.

\*A-1 placement on the salary schedule will be determined by the Superintendent or Assistant Superintendent in consultation with CAO Department Directors and Human Resources.

# 2024-2025 CLASSIFIED SALARY SCHEDULE

CATEGORY	1	2	3	4	5	6	7	8	9	10	11
0	\$ 20.75	\$ 19.25	\$ 18.75	\$ 18.25	\$ 17.75	\$ 17.25	\$ 16.75	\$ 16.25	\$ 17.00	\$ 15.50	\$ 7.25
1	\$ 21.25	\$ 19.75	\$ 19.25	\$ 18.75	\$ 18.25	\$ 17.75	\$ 17.25	\$ 16.75	\$ 17.50	\$ 16.00	
2	\$ 21.75	\$ 20.25	\$ 19.75	\$ 19.25	\$ 18.75	\$ 18.25	\$ 17.75	\$ 17.25	\$ 18.00	\$ 16.50	
3	\$ 22.25	\$ 20.75	\$ 20.25	\$ 19.75	\$ 19.25	\$ 18.75	\$ 18.25	\$ 17.75	\$ 18.50	\$ 17.00	
4	\$ 22.75	\$ 21.25	\$ 20.75	\$ 20.25	\$ 19.75	\$ 19.25	\$ 18.75	\$ 18.25			
5	\$ 23.25	\$ 21.75	\$ 21.25	\$ 20.75	\$ 20.25	\$ 19.75	\$ 19.25	\$ 18.75			
6	\$ 23.75	\$ 22.25	\$ 21.75	\$ 21.25	\$ 20.75	\$ 20.25	\$ 19.75	\$ 19.25			
7	\$ 24.25	\$ 22.75	\$ 22.25	\$ 21.75	\$ 21.25	\$ 20.75	\$ 20.25	\$ 19.75			
8	\$ 24.75	\$ 23.25	\$ 22.75	\$ 22.25	\$ 21.75	\$ 21.25	\$ 20.75	\$ 20.25			
9	\$ 25.25	\$ 23.75	\$ 23.25	\$ 22.75	\$ 22.25	\$ 21.75	\$ 21.25	\$ 20.75			
10	\$ 25.75	\$ 24.25	\$ 23.75	\$ 23.25	\$ 22.75	\$ 22.25	\$ 21.75	\$ 21.25			
11	\$ 26.25	\$ 24.75	\$ 24.25	\$ 23.75	\$ 23.25	\$ 22.75	\$ 22.25	\$ 21.75			
12	\$ 26.75	\$ 25.25	\$ 24.75	\$ 24.25	\$ 23.75	\$ 23.25	\$ 22.75	\$ 22.25			
13	\$ 27.25	\$ 25.75	\$ 25.25	\$ 24.75	\$ 24.25	\$ 23.75	\$ 23.25	\$ 22.75			
14	\$ 27.75	\$ 26.25	\$ 25.75	\$ 25.25	\$ 24.75	\$ 24.25	\$ 23.75	\$ 23.25			
15	\$ 28.25	\$ 26.75	\$ 26.25	\$ 25.75	\$ 25.25	\$ 24.75	\$ 24.25	\$ 23.75			
16	\$ 28.75	\$ 27.25	\$ 26.75	\$ 26.25	\$ 25.75	\$ 25.25	\$ 24.75	\$ 24.25			
17	\$ 29.25	\$ 27.75	\$ 27.25	\$ 26.75	\$ 26.25	\$ 25.75	\$ 25.25	\$ 24.75			
18	\$ 29.75	\$ 28.25	\$ 27.75	\$ 27.25	\$ 26.75	\$ 26.25	\$ 25.75	\$ 25.25			
19	\$ 30.25	\$ 28.75	\$ 28.25	\$ 27.75	\$ 27.25	\$ 26.75	\$ 26.25	\$ 25.75			
20	\$ 30.75	\$ 29.25	\$ 28.75	\$ 28.25	\$ 27.75	\$ 27.25	\$ 26.75	\$ 26.25			
21	\$ 31.25	\$ 29.75	\$ 29.25	\$ 28.75	\$ 28.25	\$ 27.75	\$ 27.25	\$ 26.75			
22	\$ 31.75	\$ 30.25	\$ 29.75	\$ 29.25	\$ 28.75	\$ 28.25	\$ 27.75	\$ 27.25			
23	\$ 32.25	\$ 30.75	\$ 30.25	\$ 29.75	\$ 29.25	\$ 28.75	\$ 28.25	\$ 27.75			
24	\$ 32.75	\$ 31.25	\$ 30.75	\$ 30.25	\$ 29.75	\$ 29.25	\$ 28.75	\$ 28.25			
25	\$ 33.25	\$ 31.75	\$ 31.25	\$ 30.75	\$ 30.25	\$ 29.75	\$ 29.25	\$ 28.75			

CATEGORY	A1	A2	A3	A4	A5	A6	A7	A8	A9	A10	A11
0	*	\$ 33.00	\$ 31.00	\$ 30.00	\$ 28.00	\$ 27.00	\$ 25.00	\$ 24.00	\$ 23.00	\$ 22.50	\$ 22.00
1		\$ 33.50	\$ 31.50	\$ 30.50	\$ 28.50	\$ 27.50	\$ 25.50	\$ 24.50	\$ 23.50	\$ 23.00	\$ 22.50
2		\$ 34.00	\$ 32.00	\$ 31.00	\$ 29.00	\$ 28.00	\$ 26.00	\$ 25.00	\$ 24.00	\$ 23.50	\$ 23.00
3		\$ 34.50	\$ 32.50	\$ 31.50	\$ 29.50	\$ 28.50	\$ 26.50	\$ 25.50	\$ 24.50	\$ 24.00	\$ 23.50
4		\$ 35.00	\$ 33.00	\$ 32.00	\$ 30.00	\$ 29.00	\$ 27.00	\$ 26.00	\$ 25.00	\$ 24.50	\$ 24.00
5		\$ 35.50	\$ 33.50	\$ 32.50	\$ 30.50	\$ 29.50	\$ 27.50	\$ 26.50	\$ 25.50	\$ 25.00	\$ 24.50
6		\$ 36.00	\$ 34.00	\$ 33.00	\$ 31.00	\$ 30.00	\$ 28.00	\$ 27.00	\$ 26.00	\$ 25.50	\$ 25.00
7		\$ 36.50	\$ 34.50	\$ 33.50	\$ 31.50	\$ 30.50	\$ 28.50	\$ 27.50	\$ 26.50	\$ 26.00	\$ 25.50
8		\$ 37.00	\$ 35.00	\$ 34.00	\$ 32.00	\$ 31.00	\$ 29.00	\$ 28.00	\$ 27.00	\$ 26.50	\$ 26.00
9		\$ 37.50	\$ 35.50	\$ 34.50	\$ 32.50	\$ 31.50	\$ 29.50	\$ 28.50	\$ 27.50	\$ 27.00	\$ 26.50
10		\$ 38.00	\$ 36.00	\$ 35.00	\$ 33.00	\$ 32.00	\$ 30.00	\$ 29.00	\$ 28.00	\$ 27.50	\$ 27.00
11		\$ 38.50	\$ 36.50	\$ 35.50	\$ 33.50	\$ 32.50	\$ 30.50	\$ 29.50	\$ 28.50	\$ 28.00	\$ 27.50
12		\$ 39.00	\$ 37.00	\$ 36.00	\$ 34.00	\$ 33.00	\$ 31.00	\$ 30.00	\$ 29.00	\$ 28.50	\$ 28.00
13		\$ 39.50	\$ 37.50	\$ 36.50	\$ 34.50	\$ 33.50	\$ 31.50	\$ 30.50	\$ 29.50	\$ 29.00	\$ 28.50
14		\$ 40.00	\$ 38.00	\$ 37.00	\$ 35.00	\$ 34.00	\$ 32.00	\$ 31.00	\$ 30.00	\$ 29.50	\$ 29.00
15		\$ 40.50	\$ 38.50	\$ 37.50	\$ 35.50	\$ 34.50	\$ 32.50	\$ 31.50	\$ 30.50	\$ 30.00	\$ 29.50
16		\$ 41.00	\$ 39.00	\$ 38.00	\$ 36.00	\$ 35.00	\$ 33.00	\$ 32.00	\$ 31.00	\$ 30.50	\$ 30.00
17		\$ 41.50	\$ 39.50	\$ 38.50	\$ 36.50	\$ 35.50	\$ 33.50	\$ 32.50	\$ 31.50	\$ 31.00	\$ 30.50
18		\$ 42.00	\$ 40.00	\$ 39.00	\$ 37.00	\$ 36.00	\$ 34.00	\$ 33.00	\$ 32.00	\$ 31.50	\$ 31.00
19		\$ 42.50	\$ 40.50	\$ 39.50	\$ 37.50	\$ 36.50	\$ 34.50	\$ 33.50	\$ 32.50	\$ 32.00	\$ 31.50
20		\$ 43.00	\$ 41.00	\$ 40.00	\$ 38.00	\$ 37.00	\$ 35.00	\$ 34.00	\$ 33.00	\$ 32.50	\$ 32.00
21		\$ 43.50	\$ 41.50	\$ 40.50	\$ 38.50	\$ 37.50	\$ 35.50	\$ 34.50	\$ 33.50	\$ 33.00	\$ 32.50
22		\$ 44.00	\$ 42.00	\$ 41.00	\$ 39.00	\$ 38.00	\$ 36.00	\$ 35.00	\$ 34.00	\$ 33.50	\$ 33.00
23		\$ 44.50	\$ 42.50	\$ 41.50	\$ 39.50	\$ 38.50	\$ 36.50	\$ 35.50	\$ 34.50	\$ 34.00	\$ 33.50
24		\$ 45.00	\$ 43.00	\$ 42.00	\$ 40.00	\$ 39.00	\$ 37.00	\$ 36.00	\$ 35.00	\$ 34.50	\$ 34.00
25		\$ 45.50	\$ 43.50	\$ 42.50	\$ 40.50	\$ 39.50	\$ 37.50	\$ 36.50	\$ 35.50	\$ 35.00	\$ 34.50

- T. The School Board shall determine the amount of annual wage increases. These increases shall be effective on July 1 of any given fiscal year and extend through June 30 of that year. Employees who are beyond the 25<sup>th</sup> step will be compensated an additional \$.50 per hour for each additional year, when approved by the School Board.
- U. Classified employees will be paid on the fifteenth day and on the last day of each month. All salary payments will be made based on time sheets submitted and approved by the employee's immediate supervisor. Classified employees will be paid only for days actually worked and approved sick or personal leave, holidays, and vacation. Classified employees will not be paid when students are not in attendance unless work is authorized by the employee's administrative supervisor. The work week is defined as beginning at 12:01 AM Sunday and ending on 12:00 midnight Saturday.
- V. A classified employee may request a transfer to a different job category or may be assigned to a different category. The requested transfer may be to a higher paying category or a lower paying category. If the Superintendent or designee reassigns an employee to a lower category, the rate of pay may be reduced. When transfers occur in which the employee moves to a higher category, the new salary will be calculated by adding the difference in the two category base salaries to the employee's current salary. The Superintendent will have final approval on these salary changes. A transfer involving a part-time staff member will only be considered if it is equal to or less than his/her present percentage of work agreement.
- W. In most instances, classified employees will be hired at the beginning rate. However, previous experience may be considered for payment on the salary scale. Up to five (5) years (steps) of experience may be given calculating from the beginning salary. The Human Resources Manager in consultation with the Superintendent or designee will make decisions of previous experience granted for similar employment. Other previously employed District personnel may be hired at their last rate of salary only if their category classification is the same or at a higher classification.
- X. **Change in Job Category Duties**  
In the event that a classified employee is assigned by the building administrator to perform the duties of another employee in a similar department or area such as food services, paraprofessional, administrative assistant, or custodial, the following guidelines will apply:
  1. When a classified employee has substituted for another employee at a higher category and has assumed the duties of that position, they will be compensated at the higher rate after a period of 10 consecutive work days.
  2. If the beginning rate of pay in the higher category is more than the employee's current rate of pay, they shall receive the higher compensation on the 11<sup>th</sup> consecutive day.
  3. The building administrator must notify the employee of their change in responsibility, thus indicating that the employee should handle the duties of the higher category.

## **II. TWELVE-MONTH CLASSIFIED EMPLOYEES**

### **A. Method of Calculating Salary**

The salary for a classified employee hired to work twelve (12) months per calendar year will be determined by placement on the wage scale and will consist of an hourly rate.

### **B. Sick Leave**

Classified employees hired to work twelve (12) months per calendar year and who work a minimum of twenty (20) hours a week will receive paid sick leave in the amount of one of the employee's working days for each month employed, accumulative up to 120 sick days. The Sick leave benefit will begin on the first day of the month following the employee's first full month of employment and may be used before it is accrued. If employment is terminated at any time during the employment year, any accrued sick leave will be calculated, and any shortfall will be deducted from the employee's final paycheck. Any unused sick leave at the time of termination will be forfeited unless applicable provisions of Policy DKBC – Early Resignation Notification apply.

When use of sick leave becomes necessary, it must be reported to and approved by the employee's immediate supervisor. Sick leave may be taken for personal illness, injury, or other physical disability (including pregnancy-related disability), and for illness or death involving the employee's or spouse's immediate family as defined in Policy DDA. Sick leave may be used for preventative care such as medical, dental, or optical appointments and/or treatment. An employee may use sick leave for the birth and/or legal adoption of a child. See Policy DDA, Sick Leave. In the event of

a qualifying event, an eligible employee may apply for unpaid family medical leave. See Policy DDAA, Family and Medical Leave.

The DPSD will maintain a Sick Leave Bank for qualifying employees who choose to participate. The purpose of the Sick Leave Bank is to cover unexpected catastrophic illness or injury to participants in the Sick Leave Bank, their spouses, and children. Please contact Human Resources for more information.

**C. Personal Leave**

Classified employees hired to work twelve (12) months per calendar year and who work a minimum of twenty (20) hours per week are entitled to three (3) days of paid personal leave, accumulative up to six (6) days of personal leave. The Personal leave benefit will begin on the first day of the month following the employee’s first full month of employment and may be taken only with the approval of the employee’s administrative supervisor. Personal and vacation leave must be used before absences without pay will be considered. Employees who have unused Personal Leave in excess of six (6) days may elect to have their unused Personal Leave added to their accumulated sick leave on June 30<sup>th</sup> of each calendar year or be paid an amount equal to the current minimum wage for the unused excess Personal Leave on the first pay period in August. Unused personal leave will be paid to an employee upon termination at the employee’s current salary rate.

**D. Paid Vacation**

1. Classified employees hired to work twelve (12) months per calendar year and who work a minimum of twenty (20) hours per week are entitled to paid vacation.
2. The Paid Vacation benefit will begin on the first day of the month following the employee’s first full month of employment.

1 through 5 years	12 working days
6 through 10 years	15 working days
11 through 15 years	17 working days
16 or more years	20 working days

3. If hired on March 1 or after, the second year of vacation will begin on July 1, one year following the upcoming fiscal school year. For example, if an employee is hired on March 1, 2020, his/her second year of vacation will begin on July 1, 2021.
4. Vacation may be used before it has been accrued. If employment is terminated at any time during the employment year, vacation earned will be calculated and any unused vacation will be paid at the employee’s current salary rate. Any shortfall of accrued vacation at the time of termination will be deducted from the employee’s final paycheck.
5. Qualifying employees will take their vacations at a time agreeable to their immediate supervisor.
6. All vacation time must be used within twenty-four (24) months after the year in which the time is accrued.

**E. Day Deducts**

In the event that a classified employee hired to work twelve (12) months per calendar year who works a minimum of twenty (20) hours per week is unable to use any of the board-approved leaves of absence during their regularly scheduled workdays, the following principles would apply:

1. Employees would receive pay for any scheduled paid holidays only if they were at work at least one day in the previous fifteen (15) workdays prior to that holiday.
2. In the event of an approved extended absence, the employee may apply for Family Medical Leave (FMLA) and retain all benefits for a period of twelve (12) weeks. See board policy DDAA for details and application.
3. An employee who exceeds his/her allocated leaves must get preapproval from his/her immediate supervisor for a day deducts. One day deduct will result in the loss of one day of wages along with a \$5 administrative fee per hour taken. Employees who are approved for FMLA will not be assessed the \$5 per hour fee.
4. Unapproved day deducts may result in disciplinary action.

**F. Paid Holidays**

1. The following are considered paid, non-working holidays for classified employees hired to work twelve (12) months per calendar year and who work a minimum of twenty (20) hours per week. Compensation for a paid, non-working holidays will be computed at the same rate as the employee's regular daily rate.

(1)	January 1	New Year's Day
(2)	February	Presidents' Day
(3)	March or April	Good Friday
(4)	May	Memorial Day
(5)	July 4	Independence Day
(6)	September	Labor Day
(7)	November	Veterans Day
(8)	November	Thanksgiving Day
(9)	December 24	Christmas Eve
(10)	December 25	Christmas Day
2. When a paid holiday falls on a weekend, either the Friday preceding or the Monday following the weekend will be designated as the holiday.
3. Employees who are not regularly scheduled to work on the designated holiday will not be compensated for that holiday.
4. Employees who do not work on storm days will be required to make up time, take a pay deduction, or use vacation or personal leave days, if applicable. See policy DDBB-BR.

**IV. TEN-MONTH CLASSIFIED EMPLOYEES**

**A. Method of Calculating Salary**

The salary for a classified employee hired to work ten (10) months per calendar year and who work a minimum of twenty (20) hours per week will be determined by placement on the wage scale and will consist of an hourly rate.

**B. Sick Leave**

Classified employees hired to work ten (10) months calendar year and who work a minimum of twenty (20) hours per week will receive paid sick leave in the amount of one of the employee's working days for each month employed, accumulative up to 120 days. The sick leave benefit will begin on the first day of the month following the employee's first full month of employment and may be used before it is accrued. If employment is terminated at any time during the employment year, any accrued sick leave will be calculated, and any shortfall will be deducted from the employee's final paycheck. Any unused sick leave at the time of termination will be forfeited unless applicable provisions of Policy DKBC – Early Resignation Notification apply.

When use of sick leave becomes necessary, it must be reported to and approved by the employee's immediate supervisor. Sick leave may be taken for personal illness, injury, or other physical disability (including pregnancy-related disability), and for illness or death involving the employee's or spouse's immediate family as defined in Policy DDA. Sick leave may be used for preventative care such as medical, dental, or optical appointments and/or treatment. An employee may use sick leave for the birth and/or legal adoption of a child. See Policy DDA, Sick Leave. In the event of a qualifying event, an eligible employee may apply for unpaid family medical leave. See Policy DDAA, Family and Medical Leave.

The DPSD will maintain a Sick Leave Bank for qualifying employees who choose to participate. The purpose of the Sick Leave Bank is to cover unexpected catastrophic illness or injury to participants in the Sick Leave Bank, their spouses, and children. Please contact Human Resources for more information.

**C. Personal Leave**

Classified employees hired to work ten (10) months per calendar year and who work a minimum of twenty (20) hours per week are entitled to three (3) days of paid personal leave, accumulative up six (6) days of personal leave. The personal leave benefit will begin on the first day of the month following the employee's first full month of employment and may be taken only with the approval of the employee's administrative supervisor. Personal and vacation leave must be used before absences without pay will be considered. Employees who have unused Personal Leave in excess of six (6) days may elect to have their unused Personal Leave added to their accumulated sick leave on June 30<sup>th</sup> of

each calendar year or be paid an amount equal to the current minimum wage for the unused excess Personal Leave on the first pay period in August. Unused personal leave will be paid to an employee upon termination at the employee's current salary rate.

**D. Paid Vacation**

Classified employees hired to work ten (10) months per calendar year are not entitled to paid vacation.

**E. Day Deducts**

In the event that a classified employee hired to work ten (10) months per calendar year who works a minimum of twenty (20) hours per week is unable to use any of the board-approved leaves of absence during their regularly scheduled workdays, the following principles would apply:

1. Employees would receive pay for any scheduled paid holidays only if they were at work at least one day in the previous fifteen (15) workdays prior to that holiday.
2. In the event of an approved extended absence, the employee may apply for Family Medical Leave (FMLA) and retain all benefits for a period of twelve (12) weeks. See board policy DDAA for details and application.
3. An employee who exceeds his/her allocated leaves must get preapproval from his/her immediate supervisor for a day deducts. One day deduct will result in the loss of one day of wages along with a \$5 administrative fee per hour taken. Employees who are Approved for FMLA will not be assessed the \$5 per hour fee.
4. Unapproved day deducts may result in disciplinary action.

**F. Paid Holidays**

1. The following are considered paid, non-working holidays for classified employees hired to work ten (10) months per calendar year who works a minimum of twenty (20) hours per week. Compensation for a paid, non-working holidays will be computed at the same rate as the employee's regular daily rate.

(1)	January 1	New Year's Day
(2)	February	Presidents' Day
(3)	March or April	Good Friday
(4)	May	Memorial Day
(5)	September	Labor Day
(6)	November	Veterans Day
(7)	November	Thanksgiving Day
(8)	December 25	Christmas Day

2. When a paid holiday falls on a weekend, either the Friday preceding or the Monday following the weekend will be designated as the holiday.
3. Employees who are not regularly scheduled to work on the designated holiday will not be compensated for that holiday.
4. Employees who do not work on will be required to make up time, take a pay deduction, or use vacation or personal leave days, if applicable. See policy DDBB-BR.

**V. NINE-MONTH CLASSIFIED EMPLOYEES**

**A. Method of Calculating Salary**

The salary for a classified employee hired to work nine (9) months per calendar year will be determined by placement on the wage scale and will consist of an hourly rate.

**B. Sick Leave**

Classified employees hired to work nine (9) months per calendar year and who works a minimum of twenty (20) hours per week will receive paid sick leave in the amount of one of the employee's working days for each month employed, accumulative up to 120 days. The sick leave benefit will begin on the first day of the month following the employee's first full month of employment and may be used before it is accrued. If employment is terminated at any time during the employment year, sick leave earned will be calculated and any shortfall will be deducted from the employee's final paycheck. Any unused sick leave at the time of termination will be forfeited unless applicable provisions of Policy DKBC – Early Resignation Notification apply.

When use of sick leave becomes necessary, it must be reported to and approved by the employee's immediate supervisor. Sick leave may be taken for personal illness, injury, or other physical disability (including pregnancy-related

disability), and for illness or death involving the employee's or spouse's immediate family as defined in policy DDA. Sick leave may be used for preventative care such as medical, dental, or optical appointments and/or treatment. An employee may use sick leave for the birth and/or legal adoption of a child. See Policy DDA, Sick Leave. In the event of a qualifying event, an eligible employee may apply for unpaid family medical leave. See Policy DDAA, Family and Medical Leave.

The DPSD will maintain a Sick Leave Bank for qualifying employees who choose to participate. The purpose of the Sick Leave Bank is to cover unexpected catastrophic illness or injury to participants in the Sick Leave Bank, their spouses, and children. Please contact Human Resources for more information.

**C. Personal Leave**

Classified employees hired to work nine (9) months per calendar year and who are a minimum of twenty (20) hours per week are entitled to three (3) days of paid personal leave, accumulative up to six (6) days. The personal leave benefit will begin on the first day of the month following the employee's first full month of employment and ~~This leave~~ may be taken only with the approval of the employee's administrative supervisor. Personal and vacation leave must be used before absences without pay will be considered. Employees who have unused Personal Leave in excess of six (6) days may elect to have their unused Personal Leave added to their accumulated sick leave on June 30<sup>th</sup> of each calendar year or be paid an amount equal to the current minimum wage for the unused excess Personal Leave on the first pay period in August. Unused personal leave will be paid to an employee upon termination at the employee's current salary rate.

**D. Paid Vacation**

Classified employees hired to work nine (9) months per calendar year are not entitled to paid vacation.

**E. Day Deducts**

In the event that a classified employee hired to work nine (9) months per calendar year who works a minimum of twenty (20) hours per week is unable to use any of the board-approved leaves of absence during their regularly scheduled work days, the following principles would apply:

1. Employees would receive pay for any scheduled paid holidays only if they were at work at least one day in the previous fifteen (15) work days prior to that holiday.
2. In the event of an approved extended absence, the employee may apply for Family Medical Leave (FMLA) and retain all benefits for a period of twelve (12) weeks. See board policy DDAA for details and application.
3. An employee who exceeds his/her allocated leaves must get preapproval from his/her immediate supervisor for a day deducts. One day deduct will result in the loss of one day of wages along with a \$5 administrative fee per hour taken. Employees who are Approved for FMLA will not be assessed the \$5 per hour fee.
4. Unapproved day deducts may result in disciplinary action.

**F. Paid Holidays**

1. The following are considered paid, non-working holidays for classified employees hired to work nine (9) months per calendar year who work at least twenty (20) hours per week. Compensation for a paid, non-working holidays will be computed at the same rate as the employee's regular daily rate.

(1)	January 1	New Year's Day
(2)	February	Presidents' Day
(3)	March or April	Good Friday
(4)	September	Labor Day
(5)	November	Veterans Day
(6)	November	Thanksgiving Day
(7)	December 25	Christmas Day

2. When a paid holiday falls on a weekend, either the Friday preceding or the Monday following the weekend will be designated as the holiday.
3. Employees who are not regularly scheduled to work on the designated holiday will not be compensated for that holiday.
4. Employees who do not work on storm days will be required to make up time, take a pay deduction, or use vacation or personal leave days, if applicable. See policy DDBB-BR.

**VIII. PART-TIME EMPLOYEE (NOT BENEFIT ELIGIBLE)**

**A. Method of Calculating Salary**

The salary for temporary employees will be determined by placement on the salary schedule and will consist of an hourly rate.

**B. Sick Leave**

Part-time employees (not benefit eligible) are not entitled to sick leave.

**C. Personal Leave**

Part-time employees (not benefit eligible) are not entitled to personal leave.

**D. Paid Vacation**

Part-time employees (not benefit eligible) are not entitled to paid vacation.

**E. Paid Holidays**

Part-time employees (not benefit eligible) are not entitled to paid holidays.

**F. Health Insurance**

The DPSD does not offer health insurance to part-time employees (not benefit eligible).

**G. Dental Insurance**

The DPSD does not offer dental insurance to part-time employees (not benefit eligible).

**H. Vision Insurance**

The DPSD does not offer vision insurance to part-time employees (not benefit eligible).

**I. Term Life Insurance**

The DPSD does not offer term life insurance to part-time employees (not benefit eligible).

**J. NDPERS**

Part-time employees (not benefit eligible) are not required to enroll in the North Dakota Public Employee Retirement Programs (NDPERs). Employees working less than 20 hours per week may elect to enroll at their own expense paying the full 16.25% of their salary.

**K. FICA**

Social Security taxes will be applied at the current rate.

**L. Employee Assistance Program**

The DPSD's Employee Assistance Program (EAP) is available to all employees.

**M. Long-Term Disability Insurance**

The DPSD does not offer long term disability insurance to part-time employees (not benefit eligible).

**N. Short-Term Disability Insurance**

The DPSD does not offer short term disability insurance to part-time employees (not benefit eligible).

**O. Storm Days**

School storm days will not be considered holidays. Classified employees shall be paid for any regularly scheduled work time that is missed due to an emergency closure. Hourly employees whose services are deemed essential by the Superintendent / Designee shall receive premium pay (time and a half) for the time worked on site during a declared event. Any employee who is deemed essential but fails to report to work will not be compensated for time missed due to an emergency closure. See policy DDBB.

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**SICK LEAVE BANK**

The DPSD will maintain a Sick Leave Bank for qualifying employees whose applications are approved by the central office administration.

The purpose of the Sick Leave Bank is to cover unexpected catastrophic illness or injury to participants in the Sick Leave Bank, their spouses, and children.

### **1. Catastrophic Illness or Injury**

"Catastrophic" means extreme or life threatening.

### **2. Participation**

The offer to join the Sick Leave Bank will be available to all qualifying employees at the beginning of each school year. The annual personnel information form will be used for qualifying employees to declare their intentions. Only qualifying employees who are new enrollees to the Sick Leave Bank will be assessed a day of sick leave. Qualifying employees who choose to leave the bank will be assessed a day of sick leave if they decide to rejoin at a later date.

### **3. Contribution**

Each participant will invest one (1) sick leave day upon initially joining the Sick Leave Bank, which will be deducted from the participant's sick leave. Whenever the Sick Leave Bank drops below 200 days, each participant will be assessed one (1) additional sick leave day, not to exceed two (2) sick leave days in any single school year.

### **4. Application**

- a. Any participant may apply for Sick Leave Bank days after having used all of their accumulated sick, personal, and vacation leave days.
- b. A HIPAA (Health Insurance Portability and Accountability Act) compliant release of information form must be completed prior to application. Application must be in writing and accompanied by a medical doctor's certificate verifying the severity, nature, and projected duration of the illness. The written application should include relationship of the application to the individual who is ill or injured and a description of the illness/injury. If the illness or injury qualifies for disability coverage, the individual must apply for disability coverage. The central office administration shall verify that an application for disability has been filed.

### **5. Application Processing**

The central office administration will review applications, give written notice to qualifying employees of acceptance or rejection, determine the number of days granted to the applicant, provide reasonable assurance the bank is not abused, and prepare quarterly reports for the Superintendent. The central office administration will maintain and account for the Sick Leave Bank records. In the event a qualifying employee is denied use of the Sick Leave Bank, he/she may appeal the denial to the Superintendent.

### **6. Limitations**

Participants in the Sick Leave Bank, upon written approval from the central office administration, may be granted a maximum of twenty (20) days of sick leave per application. A participant may apply four (4) times in any single school year and may be granted not more than eighty (80) days of sick leave from the Sick Leave Bank. Participants may not draw sick leave days from the bank once they receive employer-related disability benefits.

### **EARLY RESIGNATION NOTIFICATION**

**Descriptor Code: DKBC**

In the event that an employee of the Dickinson Public School District knows, early in the year, that they will not be returning to employment with the District the following year, the school board would like to be notified as early as possible. Early notification of resignation will provide two distinct benefits to the School District.

1. It will permit the District to announce vacancies at a time that allows the greatest field of candidates to apply.
2. If the District is in a "reduction-in-force" mode, it will provide flexibility in the decision-making process as to reductions and alternative staffing of positions.

The District will provide, to any licensed teacher employed who submits his/her resignation before March 1 and before April 1 for classified employees to be effective at the end of the current school year, an early resignation benefit of a minimum of \$350 or \$35 per day for all unused sick leave whichever is greater.

This policy will apply to all employees of the school district, classified and certified.

AMENDED: 05/23/2023

**Definitions**

For purposes of this policy:

- *Alcohol* means any alcoholic beverage as defined in 23 U.S.C. 158 and NDCC 501-01.
  
- *Drug* means any controlled substance as defined in NDCC Sections 19-03.1-05 through 19-03.1-13 and 19-03.1-26 (paraphernalia); schedules I through V of the Controlled Substances Act (21 U.S.C. 812), and as further defined by regulation 21 CFR 1308.11 through 1308.
  
- *Possession* shall mean:
  - a. Actual physical possession of the drug or alcohol while on school property;
  - b. Use or consumption of the drug or alcohol while on school property;
  - c. Drugs or alcohol in the employee's car, handbag, backpack, or other belongings while on school property; or
  - d. Appearance by an employee on school property after having consumed or ingested the drug or alcohol that is noticeable by breath odor, speech alterations, unsteadiness of gait or posture, or like symptoms of chemical intoxication.
  
- *Reasonable suspicion* means a good faith suspicion by a trained district administrator and/or supervisor that an employee, based on objective facts and articulable observations, that an employee has violated the Drug and Alcohol-Free Workplace policy and is using, or appears to presently be under the influence of drugs or alcohol.
  
- *School property* is defined in NDCC 15.1-19-10(6)(b) as all land within the perimeter of the school site, all school buildings, structures, facilities, and school vehicles, whether owned or leased by a school district, and the site of any school-sponsored event or activity.
  
- *Use* means that an employee is reasonably suspected to have ingested, injected, inhaled or otherwise taken into their body drugs or alcohol, or is reasonably found to be under the influence of drugs or alcohol. The Dickinson Public School District is committed to a safe, healthy working and learning environment for its employees and students. Therefore, the District enforces the Drug and Alcohol-Free Workplace Act by prohibiting employees from the use, manufacturing, possession, distribution, or dispensing of drugs or alcohol while on school property, unless use is at the instruction of a physician, and the physician has advised that use shall not affect the employee's ability to perform duties. Employees are also prohibited from knowingly or intentionally aiding or abetting in any of the above activities.

An employee must inform their immediate supervisor when the employee's ability to perform job duties is impaired due to on- or off-duty drug or alcohol use.

**Awareness Program**

The Superintendent will create an employee drug-free awareness program in accordance with federal law.

**Policy Dissemination**

The Superintendent shall make available 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 days after such conviction. The Superintendent, in accordance with law, will notify the appropriate federal and/or state agency after receiving any notice of a conviction for a violation occurring in the workplace. Failure of the employee to report the conviction within the time prescribed may lead to disciplinary action up to and including discharge.

**Violations**

Violations of this policy may result in the following:

1. 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 required; or
4. Notification of proper law enforcement authorities.

**Assistance**

The Board recognizes that 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 or upon written consent of the employee.

AMENDED: 09/09/19

## **NONDISCRIMINATION AND ANTI-HARASSMENT POLICY**

**Descriptor Code: AAC**

### **General Prohibitions**

The Dickinson Public Schools is committed to maintaining a learning and working environment free from discrimination and harassment in all employment and educational programs, activities, and facilities. The District prohibits discrimination and harassment based on a student's, parent's, guardian's or employee's race, color, religion, sex, gender identity, sexual orientation, national origin, ancestry, disability, age, marital status, or other status protected by law. The District also provides equal access to the Boy Scouts of America, AKA: Scouts BSA, and other designed youth groups, as required by federal law.

It is a violation of this policy for any District student, parent, guardian, employee, or third party to discriminate against or harass against another District student or employee, based on any status protected by law, if the conduct occurred within the context of an education program or activity, or if the conduct had a continuing effect in the educational setting of a program or activity occurring on or off school district property. The District will not tolerate discrimination or harassment of a District student or employee by a third party. The District also prohibits aiding, abetting, inciting, compelling, or coercing discrimination or harassment; discriminating against or harassing any individual affiliated with another who is protected by this policy and/or law; knowingly making a false discrimination and/or harassment report; and retaliation against individuals who report and/or participate in a discrimination and/or harassment investigation, including instances when a complaint is not substantiated.

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

### **Definitions**

- *Complainant* is the individual filing the complaint, If the complainant is not the victim of the alleged discrimination and/or harassment the victim must be afforded the same rights as the complainant under this policy and regulations AAC-BR1 or AAC-BR2.
- *Disability* is defined in accordance with N.D.C.C. § 14-02.4-02 (5).
- *Discrimination* means failure to treat an individual equally due to a protected status.
- *Protected status* shall include the statuses identified above, along with any other status protected by applicable state and federal laws.
- *Employee* is defined in accordance with N.D.C.C. § 14-02.4-02 (7).
- *Harassment* is a specific type of discrimination based on a protected status. It occurs under the following conditions:
  - a. For employees, when enduring the offensive conduct becomes a condition of continued employment, or the conduct is severe or persistent, and/or pervasive enough to create a work environment that a reasonable individual would consider intimidating, hostile, or abusive
  - b. For students, when the conduct is sufficiently severe, persistent, and/or pervasive so as to limit student's ability to participate in or benefit from the education program or to create a hostile or abusive education environment.
- *North Dakota Human Rights Act (NDCC ch. 14-02.4)* provides protection from discrimination in the workplace on the basis of race, color, religion, sex, national origin, age, the presence of any mental or physical disability, status with regards to marriage or public assistance, or participation in lawful activity off the employer's premises during nonworking hours which is not in direct conflict with the essential business-related interests of the employer.

- *Section 504* (Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794) is a federal law designed to protect the rights of individuals with disabilities in programs and activities that receive federal financial assistance from the U.S. Department of Education.
- *Sexual harassment* is a form of harassment based on sex. It is defined under Title IX as unwelcome sexual advances, requests for sexual favors, and/or other verbal, written, or physical conduct or communication of a sexual nature, that:
  - a. Constitutes *quid pro quo* harassment, meaning submission to such conduct or communication is made a term or condition, either explicitly or implicitly, of the basis for employment decisions or educational decisions or benefits for students (e.g., receiving a grade);
  - b. Is so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity; or
  - c. Constitutes sexual assault, dating violence, domestic violence, or stalking as those offenses are defined in the Clery Act, 20 U.S.C. § 1092(f) and the Violence Against Women Act, 34 U.S.C. § 12291(a).
- *Sexual harassment examples* include, but are not limited to, the following:
  - a. sexual or "dirty" jokes;
  - b. sexual advances;
  - c. pressure for sexual favors;
  - d. unwelcome touching, such as patting, pinching, or constant brushing against another's body;
  - e. displaying or distributing of sexually explicit drawings, pictures, and written materials;
  - f. graffiti of a sexual nature;
  - g. sexual gestures;
  - h. touching oneself sexually or talking about one's sexual activity in front of others;
  - i. spreading rumors about or rating other's sexual activity or performance;
  - j. remarks about an individual's sexual orientation; or
  - k. sexual violence including rape, sexual battery, sexual abuse, and sexual coercion.
- *Title II of the Americans with Disabilities Act* extends the prohibition on discrimination established by Section 504 to all services, programs, and activities of State and local government entities.
- *Title VI* is a federal law that provides protection from discrimination based on race, color, or national origin in employment and employment practices in programs or activities receiving federal financial assistance.
- *Title VII* is a federal law that provides protection from discrimination on the basis of race, color, religion, sex or national origin. Title VII applies to all public school districts with 15 or more employees.
- *Title IX* is a federal law that provides protection from discrimination, based on sex, in education programs or activities that receive federal financial assistance.

Other or different definitions may be set forth in Board regulations AAC-BR1 or AAC-BR2.

#### **Complaint Filing Procedure**

The Board shall create an informal and formal discrimination and harassment complaint filing procedure in Board regulation AAC-BR. For Title IX sexual harassment complaints, grievance procedures shall be followed in accordance with federal regulations and Board regulation AAC-BR2.

The procedure provides for an impartial investigation free of conflicts of interest and bias. Nothing in this policy or in the discrimination and harassment grievance procedure prevents an individual from pursuing redress available through state and/or federal law.

#### **Confidentiality**

An individual wishing to file an anonymous discrimination and/or harassment complaint must be advised that confidentiality may limit the District's ability to fully respond to the complaint and that retaliation is prohibited. The appropriate grievance coordinator (Title IX, 504, or Title II) shall perform a confidentiality analysis to determine when a request for confidentiality cannot be honored due to safety reasons or the District's obligation to maintain a nondiscriminatory educational environment. The complainant must be notified in writing of the confidentiality analysis outcome. A discrimination or harassment investigation report is subject to the open records law after 60 days or when the investigation is complete (whichever comes first), with limited exceptions such as when the record is protected by FERPA.

#### **Complaint Recipients**

If any District employee receives a discrimination or harassment complaint, the employee shall promptly forward it to the appropriate

grievance coordinator. All District employees must receive training on their reporting duties.

### **Grievance Coordinator**

Districts shall designate at least one employee to be their Title IX Coordinator and authorize such individual(s) to coordinate the District's efforts to comply with its responsibilities under the applicable regulations.

The Title IX coordinator's responsibilities include overseeing the District's response to Title IX reports and complaints and identifying and addressing any patterns or systemic problems revealed by such reports and complaints. The Title IX coordinator must have knowledge of the requirements of Title IX, of the District's policies and procedures on sex discrimination, and of all complaints raising Title IX issues throughout the District. To accomplish this, the Title IX coordinator must be informed of any report or complaint raising Title IX issues, even if the report or complaint was initially filed with another individual or office or if the investigation will be conducted by another individual or office.

The Board designates the Human Resources Director as the Title IX coordinator. They may be contacted at: 444 4<sup>th</sup> Street West, Dickinson, ND 58601 or 701-456-0002. Districts must notify students, parents or legal guardians, employees, and unions of the name and specified contact information for the designated Title IX Coordinator(s). The notification must also state that inquiries about the application of Title IX and its regulations may be directed to the District's Title IX Coordinator or the Assistant Secretary of Education, or both. Districts must prominently display the Title IX Coordinator's contact information on their website, if any, and in each handbook it makes available to students, parents or legal guardians, employees, and unions.

The 504/Title II coordinator's responsibilities include overseeing the District's response to disability discrimination reports and complaints. The 504/Title II Coordinator must have knowledge of the requirements of Section 504 and Title II, of the District's policies and procedures on disability discrimination, and of all complaints raising Section 504/Title II issues throughout the District. To accomplish this, the 504/Title II Coordinator must be informed of any report or complaint raising 504/Title II issues, even if the report or complaint was initially filed with another individual or office or if the investigation will be conducted by another individual or office. The Board designates the Director of Student Services as the 504 Coordinator, and the Director of Instruction as the Title II Coordinator. They may be contacted at: 444-4<sup>th</sup> Street West, Dickinson, ND 58601 or 701-456-0002.

The Nondiscrimination Coordinator's core responsibilities include overseeing the District's response to discrimination and harassment reports and complaints that do not include sex or disability under applicable federal laws, but instead the other protected statuses or sex or disability based discrimination under state law. The Board designates the Human Resource Manager as the Nondiscrimination Coordinator. They may be contacted at: 444 4<sup>th</sup> Street West, Dickinson, ND 58601 or 701-456-0002.

All other complaints, other than Title IX, 504, or Title II, shall be referred to the Human Resources Director.

### **Policy Dissemination**

The Superintendent shall display this policy and complementary grievance procedures in a prominent place in each District building and publish it in student and employee handbooks.

### **Training**

The Board authorizes the Superintendent to develop discrimination and harassment awareness training for students and employees. Employee training requirements are delineated in Board exhibit AAC-E3, Discrimination and/or Harassment Training Requirements for Employees.

The Title IX coordinator, 504/Title II coordinator, Nondiscrimination Coordinator, and any other school official responsible for the investigation of discrimination complaints, shall receive training. This training must include:

1. The definition of discrimination, harassment, and retaliation;
2. The handling of complaints under the Discrimination and Harassment Grievance Procedure (AAC-BR1); and
3. The applicability of confidentiality requirements.

In addition, the Title IX Coordinator(s), investigators, decision-makers, and those facilitating an informal resolution process, if applicable, under Title IX shall receive training in a number of areas specified in Board regulation AAC-BR2.

AMENDED: 11/09/2020

The following procedure is designed to resolve discrimination, harassment, and retaliation complaints by and against students, parents, and third parties, as described in Board policy, in a prompt and equitable manner. Board policy requires all students and staff to fully cooperate when asked to participate in a discrimination, harassment, or retaliation investigation. The procedure contained in these regulations supersedes the District's policies regarding complaints about personnel and bullying. For Title IX sexual harassment complaints, the procedure set forth in Board regulation AAC-BR2, Title IX Sexual Harassment Grievance Procedure, will control and supersede this procedure.

**Retaliation Prohibited**

The District prohibits retaliation for an individual's participation in and/or initiation of a discrimination and/or harassment complaint investigation, including instances when a complaint is not substantiated. The consequences for violating this prohibition are delineated in Board policy AAC, Nondiscrimination and Anti-Harassment Board Policy.

**Complaint Filing Format and Deadlines**

A complaint may be filed verbally or in writing and should be filed as soon as possible after the discrimination, harassment, or retaliation allegedly occurred. Delays in filing a complaint may cause difficulties in the investigation.

**With Whom Complaints May be Filed**

A complaint may be filed with any District employee. District employees are required to report any discrimination or harassment to the appropriate grievance coordinator (Title IX, 504, or Title II) when they knew (e.g., received a complaint, directly observed it) or should have known it was occurring (e.g., overheard students talking about an incident, saw discriminatory or harassing graffiti or vandalism on school property). Failure by a District employee to report under this regulation may result in disciplinary action.

**Initiating Complaint Resolution Procedure**

After receiving a discrimination and/or harassment complaint or gaining knowledge of potentially discriminatory and/or harassing conduct, the appropriate grievance coordinator shall contact the complainant, determine if an informal or formal investigation is appropriate, and determine if the complainant requests confidentiality. Requests for confidentiality must be handled in accordance with policy AAC.

**Prohibition on Meeting with the Accused**

At no time during the informal or formal resolution process shall the complainant be required to meet with the accused. If the appropriate grievance coordinator assigned to conduct or oversee the investigation is the accused, the Superintendent, or Board President (if the Superintendent is the accused) shall designate a different individual (which may be a third party) to carry out the accused's responsibilities associated with the investigation.

**Third-Party Assistance**

A school official responsible for conducting or overseeing discrimination and/or harassment investigations is authorized to receive assistance from the District's legal counsel throughout the process.

**Investigation Timeframes**

The informal resolution procedure must be completed within 30 days of a District employee reporting the complaint or incident to the appropriate grievance coordinator unless the investigator documents reasons for delays and communicates these reasons to the complainant and accused.

The formal resolution procedure must be completed within 60 days of a District employee reporting the complaint or incident to the appropriate grievance coordinator or a complainant or accused terminating the informal complaint procedure unless the investigator documents reasons for delays and communicates these reasons to the complainant and accused. Acceptable reasons for delays include extended school breaks when witnesses are not available, and complex cases involving multiple witnesses.

**Interim Measures**

Pending the final outcome of an informal or formal resolution, the District shall institute interim measures to protect the complainant and inform him/her of support services available. Interim measures may include a District-enforced no contact order, schedule changes, academic modifications for the complainant, and/or school counseling for the complainant. These interim measures should have minimal impact on the complainant. If the accused is a student, interim measures should also take into consideration the accused student's educational rights.

**Informal Resolution Procedure**

This procedure may only be used when mutually agreed to by the complainant, the accused, and the appropriate grievance coordinator. This procedure may not be used when the alleged discrimination and/or harassment may have constituted sexual violence or any other crime. The formal resolution procedure must be used whenever the informal procedure is not permitted.

During the informal resolution process, the investigator shall gather information necessary to understand and resolve the complaint. Based on this fact-gathering process, the investigator shall propose an informal resolution, which may include requiring the accused to

undergo training on discrimination and/or harassment, requiring all students and staff to undergo such training, instituting protection mechanisms for the complainant, and/or holding a formal meeting with the accused to review the nondiscrimination and anti-harassment policy and discuss the implications of violating it. Both the complainant and the accused must agree to the informal resolution before it can be instituted.

The appropriate grievance coordinator shall monitor the implementation and effectiveness of the informal resolution procedure and initiate the formal resolution procedure if discrimination and/or harassment persists.

Both the complainant and the accused have the right to terminate the informal resolution procedure at any time to pursue a remedy under the formal resolution procedure.

#### **Formal Resolution Procedure**

This procedure must be used whenever the informal resolution procedure is not used.

Whenever alleged discrimination or harassment may have constituted a crime, the Superintendent should contact law enforcement and enter into a memorandum of understanding concerning sharing of evidence and coordination of the investigation. However, the District shall proceed with its investigation and this resolution procedure, regardless of the criminal investigation or outcome.

The fact-gathering portion of the investigation must be carried out or overseen by the appropriate grievance coordinator and must consist of interviews with the complainant, the accused, and any others who may have witnessed or otherwise have knowledge of the circumstances giving rise to the alleged complaint and may involve gathering and review of information relevant to the complaint. Both the complainant and accused will have equal opportunity to present evidence and name witnesses. Witnesses must be instructed not to discuss this matter with others.

The fact-gathering portion of the investigation must be completed as soon as practical.

#### **Investigation Report**

After the fact-gathering process is complete, under the formal resolution procedure, the appropriate grievance coordinator shall complete a written report containing a determination of whether allegations were substantiated, whether the nondiscrimination and anti-harassment policy was violated, and recommendations for corrective action, if any. The appropriate grievance coordinator shall assess if discrimination and/or harassment "more likely than not" occurred based on the following criteria:

1. Whether evidence suggests a pattern of conduct supportive of disproving the allegations of discrimination and/or harassment;
2. Whether behavior meets the definition of discrimination, harassment, and/or sexual harassment as defined in Board policy;
3. Ages of the parties involved;
4. Relationship between the parties involved;
5. Severity of the conduct;
6. How often the conduct occurred, if applicable; and
7. How the District resolved similar complaints, if any, in the past.

The investigation report must indicate if any measures are to be instituted to protect the complainant. Such measures may include extending any interim protection measures taken during the investigation. The report must also inform the complainant of support services available, which at a minimum must include offering school counseling services if the complainant is a student.

The investigation report must contain a monitoring plan to evaluate the effectiveness of the resolution and help prevent recurrence.

#### **Disciplinary Action**

Any disciplinary action must be carried out in accordance with Board policy, law, and, when applicable, the negotiated agreement.

The appropriate grievance coordinator along with the building principal shall determine if a recommendation for expulsion for an accused student should be made.

The appropriate grievance coordinator along with the District Superintendent shall determine if a recommendation for discharge for an accused employee should be made.

If this recommendation is made and a hearing is required, the hearing must be held in accordance with District policy and law.

Both the complainant and accused shall have an equal right to attend the hearing, have a representative and parent (if student) present, present evidence, and question witnesses.

The complainant may choose to appoint a representative to participate in the hearing in his/her stead.

#### **Notice of Outcome**

Both the complainant and the accused must be provided written notice of the outcome of the complaint.

Nothing shall prevent the parties from seeking judicial redress through a court of competent jurisdiction or through any applicable state or federal complaint procedures.

## Records Retention

Investigation materials must be retained by the appropriate grievance coordinator (504/Title II, or Nondiscrimination) for at least six years. All Title IX sexual harassment records and training materials shall be maintained in accordance with federal regulations and Board regulation AAC-BR2.

AMENDED: 10/08/2020

## **TITLE IX SEXUAL HARASSMENT GRIEVANCE PROCEDURE (Descriptor Code AAC-BR2)**

The following procedure is designed to resolve sexual harassment grievances by and against employees, students, parents, and third parties, as described in Board policy, in a prompt and equitable manner. In accordance with Title IX of the Education Amendments Act of 1972, the District prohibits discrimination on the basis of sex, including sexual harassment, in any District education program or activity. The District shall respond when sexual harassment occurs in the District's education program or activity against a person in the United States. The procedure contained in this regulation supersedes the District's policies regarding complaints about personnel and bullying.

### Definitions

- *Actual knowledge* means notice of sexual harassment is given to the Title IX Coordinator, an official with authority to institute corrective measures, or any elementary or secondary school employee. When the District has actual knowledge of alleged sexual harassment in a District education program or activity, Title IX requires the District to respond in a manner that is not clearly unreasonable in light of the known circumstances.
- *Complainant* is an individual who is alleged to be the victim of conduct that could constitute sexual harassment.
- *Document filed by a complainant* is a document or electronic submission (such as by email or through an online portal provided for this purpose by the District) that contains the complainant's physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint.
- *Education program or activity* includes locations, events, or circumstances over which the District exercises control over both the respondent and the context over which the sexual harassment occurred. This includes locations or events that occur on or off school property, and may include computer and internet networks, digital platforms, and computer hardware or software owned or operated by, or used in the operations of, the District.
- *Exculpatory evidence* means evidence tending to exonerate a respondent or helps establish their innocence of the conduct alleged.
- *Formal Complaint* is a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the school investigate the allegation of sexual harassment.
- *Inculpatory evidence* means evidence that shows, or tends to show, a person's involvement in an act, or evidence that can establish guilt of the conduct alleged.
- *Respondent* is an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.
- *School property* is defined in NDCC 15.1-19-10(6)(b) as all land within the perimeter of the school site and all school buildings, structures, facilities, and school vehicles, whether owned or leased by a school district, and the site of any school-sponsored event or activity.
- *Sexual harassment* is a form of harassment based on sex. It is defined as unwelcome sexual advances, requests for sexual favors, and/or other verbal, written, or physical conduct or communication of a sexual nature, that:
  - a. Constitutes quid pro quo harassment, meaning submission to such conduct or communication is made a term or condition, either explicitly or implicitly, of the basis for employment decisions or educational decisions or benefits for students (e.g., receiving a grade);
  - b. Is so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity; or
  - c. Constitutes sexual assault, dating violence, domestic violence, or stalking as those offenses are defined in the Clery Act, 20 U.S.C. § 1092(f) and the Violence Against Women Act, 34 U.S.C. § 12291(a).

- Sexual harassment examples may include, but are not limited to, the following:
  - a. Sexual or "dirty" jokes;
  - b. Sexual advances;
  - c. Pressure for sexual favors;
  - d. Unwelcome touching, such as patting, pinching, or brushing against another's body;
  - e. Displaying or distributing of sexually explicit drawings, pictures, and written materials;
  - f. Graffiti of a sexual nature;
  - g. Sexual gestures;
  - h. Touching oneself sexually or talking about one's sexual activity in front of others;
  - i. Spreading rumors about or rating other's sexual activity or performance;
  - j. Remarks about an individual's sexual orientation; and
  - k. Sexual violence, including rape, sexual battery, sexual abuse, and sexual coercion.
- *Supportive Measures* are individualized services reasonably available that are non-punitive or non-disciplinary in nature, and not unreasonably burdensome to the other party while designed to ensure equal educational access, protect safety, or deter sexual harassment. Examples of possible supportive measures include, but are not necessarily limited to, counseling, extensions of deadlines or course-related adjustments, modifications of work or class schedules, a safety plan, school escort services, mutual contact restrictions, changes in work locations, leaves of absence, increased security and monitoring of certain areas on school property, and other similar measures.

### **Retaliation Prohibited**

The District prohibits any person from intimidating, threatening, coercing, or discriminating against any individual, including complainants, respondents, and witnesses, for the purpose of interfering with any right or privilege secured by Title IX including but not limited to making a report or formal complaint of sexual harassment or participating (or refusing to participate) in a sexual harassment complaint investigation. This includes instances when a complaint is not substantiated. The consequences for violating this prohibition are delineated in Board policy AAC, Nondiscrimination and Anti-Harassment Policy. Complaints of retaliation shall be processed under Board regulation AAC-BR1, Discrimination and Harassment Grievance Procedure.

### **Reports of Sexual Harassment**

Any person may report sexual harassment, whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sexual harassment. A report may be filed in person, by mail, by telephone, by email, or by any additional method provided by the District using the contact information for the Title IX Coordinator as set forth in policy AAC. A report may be made at any time, including during non-business hours, by using the telephone number or email address, or by mail to the office address, listed for the Title IX Coordinator. A report should be filed as soon as possible after the alleged harassment or retaliation allegedly occurred. Delays in filing a report may cause difficulties in the investigation. Anonymous reports are permitted; however, the District's ability to offer supportive measures to a complainant, or to consider whether to initiate a grievance process against the respondent, will be affected by whether the report of sexual harassment disclosed the identity of the complainant or respondent.

### **With Whom Reports of Sexual Harassment May be Filed**

A report of sexual harassment may be filed with the Title IX Coordinator or with any District employee. District employees are required to report any discrimination or harassment to the Title IX Coordinator when they knew (e.g., received a report, directly observed it) or should have known it was occurring (e.g., overheard students talking about an incident, witnessed discriminatory or harassing conduct on school property or at a school activity). Failure by a District employee to report under this regulation may result in disciplinary action.

### **Third-Party Assistance**

The Title IX Coordinator or other school official responsible for conducting or overseeing sexual harassment investigations is authorized to receive assistance from the District's legal counsel throughout the process.

### **Responding to Reports of Sexual Harassment**

After receiving a sexual harassment report or having actual knowledge of potentially harassing conduct, the Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint. If supportive measures are not provided to or as requested by a complainant, the Title IX Coordinator shall document why supportive measures were not provided and why the lack of supportive measures is not clearly unreasonable in light of the known circumstances. The Title IX Coordinator shall also promptly contact the respondent, who must also be offered supportive measures.

Supportive measures must be designed to preserve the complainant and respondent's access to the District's education programs or activities without unreasonably burdening the other party. Supportive measures must be coordinated by the Title IX Coordinator and kept confidential to the extent reasonably possible. Supportive measures should be equitably offered to both the complainant and the respondent and should be reasonably available before or after the filing of a formal complaint or where no formal complaint has been filed.

Disciplinary sanctions or other actions that are not supportive measures shall not be taken against the respondent unless a formal complaint is filed, and an investigation is conducted in accordance with the process set forth herein.

#### **Emergency Removal of the Respondent**

In the event a situation arises from the allegations of sexual harassment and the respondent poses an immediate threat to the physical health or safety of any student or other individual, the Title IX Coordinator may remove the respondent from the District's education program or activity, or place the respondent on administrative leave on an emergency basis, with or without a grievance process pending. The decision whether to remove the respondent on an emergency basis may be made at any time during the grievance process, but must only be made after an individualized, fact-based safety and risk analysis. An emergency removal decision may not be based on general assumptions about sex, or research that purports to profile characteristics of sex offense perpetrators, or statistical data about the frequency or infrequency of false or unfounded sexual misconduct allegations. Emergency removal decisions must comply with applicable state law regarding suspensions and applicable state and federal law and Board policies regarding removal of students with disabilities.

The Title IX Coordinator shall promptly provide notice of the emergency removal decision to the respondent explaining the reasons for the removal decision. The respondent shall have the opportunity to challenge the removal decision of the Title IX Coordinator to the Superintendent or other designated decision-maker, whose decision regarding removal shall be final.

#### **Administrative Leave for the Respondent Employee**

In the event the respondent is an employee (teacher, administrator, or ancillary staff), the Superintendent is authorized to place the respondent on administrative leave during the pendency of the grievance procedure, and the Superintendent identifies a need to temporarily remove the employee from their duties and/or job placement to protect District property, school operations, students and/or other employees. If the respondent is the Superintendent or Business Manager, the Board President is authorized to place the Superintendent or Business Manager on administrative leave.

The duration of administrative leave shall be until the investigation is complete and the Superintendent determines that the employee's potential threat or disruption to District property, school operations, students and/or other employees has passed.

Prior to placing an employee on administrative leave, the Superintendent may consider if a transfer or reassignment of the employee would be an appropriate alternative to administrative leave. A decision to transfer or reassign an employee shall not violate the terms of the employee's contract with the District or negotiated agreement, if applicable.

For certified or contract employees, administrative leave shall be with pay, and the employee shall not be required to take any applicable paid leave benefits as part of the administrative leave. For ancillary staff, administrative leave may be without pay and the employee may be permitted to take paid leave if available under the applicable leave policies.

#### **Filing of Formal Complaint**

A formal complaint regarding sexual harassment may be filed by the complainant with the Title IX Coordinator in person, by mail, by email, or by any online submission system provided by the District. A formal complaint may also be initiated and signed by the Title IX Coordinator. A formal complaint may not be filed anonymously by a complainant. At the time of filing a formal complaint, the complainant must be participating in or attempting to participate in an education program or activity of the District. The District must respect the complainant's wishes with respect to whether the Title IX Coordinator initiates a formal complaint and investigation unless the Title IX Coordinator determines that signing a formal complaint to initiate an investigation over the wishes of the complainant is not clearly unreasonable in light of the known circumstances. The Title IX Coordinator is authorized to exercise discretion to consolidate formal complaints when allegations of sexual harassment arise out of the same facts or circumstances.

#### **Written Notice of Allegations**

Upon receipt or signing of a formal sexual harassment complaint, the Title IX Coordinator must provide written notice of the allegations to the complainant and to the respondent. The written notice must:

1. Advise the parties of the District's grievance process;
2. Identify by name the known parties involved in the alleged misconduct, including the complainant and the respondent;

3. Include known details of the misconduct that potentially constitutes sexual harassment alleged against the respondent, including the date(s) and location(s) of the alleged conduct;
4. Advise the parties of the presumption of non-responsibility on the part of the respondent as to the allegations of sexual harassment until a determination of responsibility is made at the conclusion of the grievance process;
5. Advise the parties of the right of each to an adult advisor of their choice, who may be, but is not required to be an attorney, throughout the grievance process;
6. Advise the parties of the prohibition against knowingly making a materially false statement or providing materially false information in connection with the allegations of sexual harassment set forth in the report or formal complaint and of any potential disciplinary actions that may result if false statements or false information are knowingly provided;
7. Advise the parties of the informal resolution procedure, including the circumstances under which such procedure is available, and the right of either party to end the informal process at any time and begin the formal resolution procedure;
8. Advise the parties of the District's obligation to conduct a formal investigation;
9. Advise the parties of their right to advance written notice of the date, time, location, participants, and purpose of all investigative interviews;
10. Advise the parties of their right to review all evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint and their right to submit a written response to the evidence prior to the conclusion of the investigation;
11. Advise the parties of their right to submit, to the designated decision-maker, written, relevant questions that a party wants asked of any party or witness, be provided the answers, and have opportunity to submit additional, limited follow-up questions;
12. Describe or list the range of remedies and disciplinary actions the District may impose following a determination of responsibility;
13. Inform the parties of the standard of evidence applied by the District to all complaints of sexual harassment under Title IX;
14. Describe the range of supportive measures available to both parties;
15. Explain the appeal procedures; and
16. Advise the parties not to discuss or disseminate the allegations in a manner that constitutes retaliation or unlawful tortious conduct.

Written notice of allegations must be provided with sufficient time for the parties to prepare for an initial interview and so that both parties understand the scope of the investigation and can prepare to meaningfully participate by advancing the party's own interests in the outcome of the matter. The Title IX Coordinator may use age-appropriate measures in choosing how to convey the information required to be included in the written notice. In the event allegations in the formal complaint change or additional potential violations are discovered, the Title IX Coordinator must promptly provide written notice of the changes or additional potential violations to the complainant and the respondent.

#### **Informal and Formal Resolution Timeframes**

The District is required to follow the formal resolution procedure when a formal complaint containing allegations of sexual harassment is filed. Before proceeding with the formal resolution process, the District may offer the informal resolution procedure to the complainant and the respondent when deemed appropriate and only when both parties voluntarily agree in writing to attempt the informal resolution procedure. The informal resolution procedure may not be offered to resolve allegations that an employee sexually harassed a student.

The informal resolution procedure must be completed within 30 business days of the receipt or signing of a formal complaint by the Title IX Coordinator, unless the Title IX Coordinator documents good cause for a temporary or limited delay and communicates the cause for the delay to the complainant and the respondent.

The formal resolution procedure, including any appeal process, must be completed within 60 business days of the receipt or signing of a formal complaint by the Title IX Coordinator or a complainant or a respondent terminating the informal resolution procedure, unless the Title IX Coordinator documents good cause for a temporary or limited delay and communicates the cause for the delay to the complainant and the respondent.

Good cause for a temporary or limited delay in the completion of the informal resolution procedure or the formal resolution procedure may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.

The District recognizes that conduct that constitutes sexual harassment may also constitute child abuse, sexual abuse, or other crimes resulting in law enforcement investigations. In such situations and when good cause exists, the Title IX resolution procedures may be temporarily delayed in order to coordinate or cooperate with a concurrent law enforcement investigation. The existence of a concurrent law enforcement investigation does not relieve the District of its obligation to respond to reports or complaints of sexual harassment as provided by Title IX and applicable regulations.

#### Prohibition on Meeting with the Respondent

At no time during the informal or formal resolution process shall the complainant be required to meet in person, be confronted by, or speak directly with the respondent.

#### Informal Resolution Procedure

This procedure may only be used when a formal complaint is filed containing allegations of sexual harassment, when the Title IX Coordinator deems it appropriate under the circumstances, and the complainant and respondent voluntarily consent in writing to participate in the informal resolution procedure. This procedure may not be used when the complainant is a student and the respondent is a District employee. Participation in the informal resolution procedure may not be a condition of enrollment or employment, or enjoyment of any other right. The informal resolution procedure may be facilitated at any time prior to reaching a determination regarding responsibility under the formal resolution procedure. The formal resolution procedure must be used whenever the informal procedure is not permitted or deemed appropriate.

Prior to commencing the informal resolution process, the Title IX Coordinator or other designated facilitator shall inform the parties of the informal resolution parameters, the potential consequences of participation in the process (e.g., no formal investigation undertaken, no admission of responsibility), and any confidentiality implications.

Upon commencement of the informal resolution process, the Title IX Coordinator or other designated facilitator shall gather information necessary to understand the allegations set forth in the formal complaint and to facilitate the informal resolution process. Based on this information-gathering process, the Title IX Coordinator or other designated facilitator shall propose to the parties an informal resolution process, which may include, but is not limited to:

1. Participation by the parties in mediation or other alternative dispute resolution procedure facilitated by the Title IX Coordinator, other designated facilitator, or third-party mutually agreed upon by the parties;
2. Holding a meeting (or series of meetings) with the parties and their advisors (provided all parties consent to participation) to discuss a potential resolution;
3. Development by Title IX Coordinator or other designated facilitator of written behavior expectations of the respondent to redirect conduct; or
4. Arranging a documented meeting with the respondent that involves a discussion of the sex discrimination and sexual harassment policies and requirements for compliance.

The informal resolution process may result in agreements made between the parties, facilitated by the Title IX Coordinator or other designated facilitator, that result in the provision or continuation of supportive measures, as well as disciplinary or punitive measures. These agreements may contain confidentiality requirements. Disciplinary or punitive measures may include, but are not limited to:

1. Requiring the respondent to undergo training on harassment;
2. Requiring the respondent to undergo counseling;
3. Recommend alternative placement or transfer of the respondent to different class(es), building, or campus;
4. Instituting protection mechanisms for the complainant (e.g., no-contact order, security escort, safety plan);
5. Creation of behavioral adjustment plan for the respondent;
6. In-school or out-of-school suspension for a respondent student;
7. Expulsion of a respondent student for a period not to exceed the remainder of the current school year provided the respondent and the respondent's parent(s)/legal guardian(s) consent and waive any applicable due process rights in writing.
8. Written reprimand placed in a respondent employee's personnel file; or

9. Termination of employment for a respondent employee provided the respondent employee consents and waives any applicable due process or continuing contract rights in writing.

The Title IX Coordinator shall monitor the implementation and effectiveness of the informal resolution and initiate the formal resolution procedure if the alleged harassment persists.

Both the complainant and the respondent have the right to terminate or withdraw from the informal resolution procedure and resume the formal resolution procedure at any time prior to agreeing to a resolution.

#### **Formal Resolution Procedure**

This procedure must be used whenever the informal resolution procedure is not used or is terminated before resolution. The investigator or other designee shall conduct a fair and impartial investigation of the allegations of sexual harassment set forth in a formal complaint. If the investigator or other designee is the respondent or has a conflict or is biased in such a manner that may prevent a fair and impartial investigation, the Title IX Coordinator shall designate another appropriate person to conduct the investigation.

The fact-gathering portion of the investigation must be carried out or overseen by the investigator or other designee and may consist of interviews with the complainant, the respondent, and any others who may have witnessed or otherwise have knowledge of the circumstances giving rise to the allegations in the complaint and may involve gathering and review of other information relevant to the complaint. Questions and evidence about the complainant's sexual behavior or predisposition must be deemed irrelevant, unless offered to prove someone other than the respondent committed the alleged conduct, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The investigator or other designee will investigate formal complaints in a manner that:

1. Keeps the burden of proof and burden of gathering evidence on the District while protecting every party's right to consent to the use of the party's own medical, psychological, and similar treatment records;
2. Provides the parties equal opportunity to present facts and expert witnesses and other inculpatory and exculpatory evidence before any determination regarding responsibility is made;
3. Does not restrict the parties from discussing the allegations or gathering evidence (e.g., gag orders) except as specifically provided herein or as required by applicable law;
4. Gives the parties equal opportunity to select an advisor of the party's choice (who may be, but does not need to be, an attorney). The investigator may establish restrictions regarding the extent to which the parties and/or their advisor(s) may participate in the grievance proceedings, as long as the restrictions apply equally to both parties;
5. Prohibits the gathering of information protected by a legally recognized privilege (e.g., doctor-patient, attorney-client) without the appropriate party's voluntary, written waiver;
6. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of the investigative interviews or meetings, with sufficient time for the party to prepare to participate; and
7. Provides both parties and their advisors, if any, an equal opportunity to review and respond to the evidence gathered during the investigation when such evidence is relevant to and directly related to the allegations set forth in the formal complaint. The parties must be provided at least ten (10) business days to review and submit a written response to the evidence gathered, which the investigator will consider prior to the completion of the investigative report.

The investigator or other designee must recognize a presumption of non-responsibility on the part of the respondent until conclusion of the investigation. The investigation must be completed as soon as reasonably practical and in line with the deadlines for completion of the formal resolution procedure as set forth herein.

#### **Investigation Report**

After the investigation process is complete, the investigator or other designee shall complete a written report summarizing the relevant evidence and provide a copy of the completed report to the complainant respondent, and their advisor(s), if any. The investigator or other designee shall provide a copy of the investigation report to the designated decision-maker.

#### **Submission of Questions and Response to Report**

Within five (5) business days of receipt of the investigation report, the parties may submit relevant written questions to the decision-maker or other designee for the other parties and/or witnesses to answer before a determination regarding responsibility is reached. At no time will the complainant be required to answer questions or provide evidence regarding the complainant's sexual behavior or

predisposition unless offered to prove someone other than the respondent committed the alleged conduct, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent to sexual contact.

Upon receipt of written questions from a party, the decision-maker or other designee will pass on appropriate and relevant questions to the party or witness for response. Written responses shall be promptly submitted to the decision-maker or other designee, who will then provide the written responses to both parties. The parties may submit reasonable and relevant follow-up questions to the decision-maker for answer by the other party or a witness in the same manner as initial written questions.

The decision-maker or other designee must explain to the party proposing the questions any decision to exclude a question as not relevant.

Within ten (10) business days of receipt of the investigation report, the parties may submit a written response to the report to the investigator or other designee. The deadline to submit a written response to the investigation report may not be delayed by the submission or pendency of written questions.

### **Standard of Evidence**

The District designates the preponderance of the evidence standard for use in all formal complaints of sexual harassment, including formal complaints against students and formal complaints against employees. To meet this standard, the decision-maker must determine that conduct constituting sexual harassment in violation of Title IX more likely than not occurred.

### **Determination of Responsibility by Decision-Maker<sup>1</sup>**

Following the receipt of responses to any written questions and the responses to the investigation report by the complainant and respondent, the decision-maker or other designee shall reach a determination regarding responsibility by applying the preponderance of the evidence standard.

In reaching a determination on responsibility, the decision-maker or other designee must objectively evaluate all relevant evidence, including inculpatory and exculpatory evidence. In doing so, the decision-maker or other designee may make credibility judgments based on, for example, factors of plausibility and consistency in party and witness statements. Credibility determinations may not be based on a person's status as a complainant, respondent, or witness. Corroborating evidence is not required to reach a determination of responsibility on the part of the respondent.

If the decision-maker or other designee determines the respondent engaged in sexual harassment in violation of Title IX, the decision-maker or other designee must determine whether disciplinary or punitive sanctions against the respondent are warranted, and if so, what those sanctions should be. Disciplinary or punitive measures may include, but are not limited to:

1. Requiring the respondent to undergo training on harassment;
2. Requiring the respondent to undergo counseling;
3. Recommend alternative placement or transfer of the respondent to different class(es), building, or campus;
4. Instituting protection mechanisms for the complainant (e.g., no-contact order, security escort, safety plan);
5. Creation of behavioral adjustment plan for the respondent;
6. In-school or out-of-school suspension for a respondent student;
7. Recommendation for expulsion of a respondent student in accordance with policy FFK;
8. Written reprimand placed in a respondent employee's personnel file; or
9. Termination of employment for a respondent employee in accordance with Board policy, law, and when applicable, the negotiated agreement.

In making a decision regarding disciplinary or punitive measures, the decision-maker or other designee may consider the following criteria:

1. Ages of the parties involved;
2. Relationship between the parties involved;

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<sup>1</sup> The decision-maker must not be the same person as the Title IX Coordinator or other investigator.

3. Severity of the conduct;
4. How often the conduct occurred, if applicable, and
5. How the District resolved similar complaints, if any, in the past.

Upon making a determination of responsibility, the decision-maker or other designee must also determine any appropriate remedies to be offered to the complainant to restore or preserve the complainant's equal access to the District's education programs or activities. Such remedies may include supportive measures and need not be non-disciplinary or non-punitive in nature and need not avoid burdening the respondent.

#### Notice of Determination of Responsibility

The decision-maker or other designee shall provide written notice of the determination of responsibility to the complainant and the respondent simultaneously. The notice of determination must identify:

1. The allegations alleged to constitute sexual harassment;
2. The procedural steps taken from the receipt of the formal complaint through the determination of responsibility, including notifications to parties, interviews of parties and witnesses, site visits, and other methods used to gather evidence;
3. Findings of fact supporting the determination;
4. Conclusions regarding the application of the District's code of conduct to the facts of the conduct allegedly constituting Title IX sexual harassment;
5. A determination regarding responsibility for each allegation and the decision-maker's rationale for the result;
6. Any disciplinary sanctions the District will impose on the respondent and whether the District will provide remedies to the complainant; and
7. Information regarding the appeals process and the District's procedures and permissible bases for the complainant and the respondent to appeal.

The notice of determination must not describe the individualized remedies to be provided to the complainant. The Title IX Coordinator shall communicate such remedies separately to the complainant to discuss what remedies are appropriately designed to preserve or restore the complainant's equal access to the District's education programs or activities. The Title IX Coordinator shall create a monitoring plan to evaluate the effectiveness of the disciplinary sanctions, remedies and/or supportive measures identified in the determination of responsibility to help prevent recurrence.

#### **Appeal Procedure<sup>2</sup>**

The complainant or the respondent may appeal the determination of responsibility, including the severity or proportionality of any disciplinary sanction instituted as a result of the determination of responsibility. The complainant and the respondent may also appeal any dismissal, whether discretionary or mandatory, of a formal complaint or allegation contained in a formal complaint. An appeal must be based on the existence of one or more of the following:

1. Procedural irregularity that affected the outcome of the matter;
2. New evidence that was not reasonably available when the determination of responsibility or dismissal decision was made that could affect the outcome of the matter; or
3. The Title IX Coordinator, investigator, or decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

An appeal must be submitted in writing to the designated appeals decision-maker within ten (10) business days after receipt of the notice of determination or dismissal, and must identify the base(s) on which the appeal is being filed. Upon receipt of an appeal, the designated appeals decision-maker shall promptly provide written notice of the appeal to both parties and inform them of their right to submit written statements supporting or challenging the outcome and the deadline by which such statements must be submitted.

In considering the appeal, the designated appeals decision-maker must review all relevant evidence submitted to the investigator during the investigation, responses to any written questions, responses to the investigation report by the complainant and respondent, the decision-maker's written determination, and any written statements filed by the complainant or respondent following initiation of appeal to determine if the determination of responsibility or dismissal decision was appropriate. The designated appeals decision-maker

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<sup>2</sup> The decision-maker on appeal must not be the Title IX Coordinator, the investigator, or the decision-maker on the determination of responsibility or dismissal decision.

shall provide written notice of the appeal decision and the rationale of that decision to the complainant and the respondent simultaneously.

The determination of responsibility or dismissal decision becomes final after the time period to file an appeal has expired, or if a party does file an appeal, after notice of the appeal decision has been sent to the parties. Until the determination of responsibility is final, the District must refrain from acting on the determination of responsibility while maintaining the status quo through supportive measures designed to ensure equal access to the District's education programs or activities.

The complainant need not file an appeal to challenge the selection of remedies resulting from a determination of responsibility. The Title IX Coordinator is responsible for effective implementation of remedies and the complainant may work with the Title IX Coordinator to select and effectively implement remedies designed to restore or preserve the complainant's equal access to the District's education programs or activities.

Nothing herein shall prevent the parties from seeking available judicial redress through a court of competent jurisdiction or through any applicable state or federal complaint procedures.

### **Discretionary and Mandatory Dismissals**

The District may dismiss a formal complaint or allegations therein when:

1. A complainant requests the dismissal in writing to the Title IX Coordinator;
2. The respondent is no longer enrolled with or employed by the District; or
3. Specific circumstances prevent the District from gathering evidence sufficient to reach a determination regarding responsibility.

The District must dismiss a formal complaint or allegations when:

1. The allegations set forth do not meet the definition of sexual harassment even if proved;
2. The alleged sexual harassment did not occur against a person in the United States; or
3. The alleged sexual harassment did not occur in a District education program or activity.

The Title IX Coordinator must provide written notice of any dismissal decision to the complainant and the respondent simultaneously. The dismissal notice must state the reasons for dismissal and explain the parties' right to appeal the decision in accordance with the procedure set forth herein.

If the allegations in a formal complaint do not meet the definition of sexual harassment, or did not occur in a District education program or activity against a person in the United States, the District must dismiss such allegations for purposes of Title IX but may still address the allegations in any manner the District deems appropriate under the District's policies relating to code of conduct.

### **Training Requirements**

The Title IX Coordinator, investigator, decision-makers, and persons who facilitate the informal resolution procedure, shall receive training. This training must include:

1. The definition of sexual harassment contained in Title IX and associated regulations;
2. How to identify conduct that may constitute sexual harassment;
3. The scope of the District's education program or activity so that the District may accurately identify situations that require a response under Title IX;
4. How to conduct an investigation and grievance process including appeals and informal resolution processes, as applicable;
5. How to make relevancy determinations, as applicable; and
6. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, or bias.

The District shall publish on the District website all current, up-to-date materials used to train Title IX personnel. If the District does not maintain a website, such materials shall be made available for public inspection upon request.

### **Records Retention**

The District shall maintain all records of each sexual harassment report or complaint, regardless of later dismissal or other resolution of the allegation(s), for no less than seven (7) years from the date of the record's creation. This includes records relating to investigations, disciplinary sanctions, remedies, appeals, and informal resolutions. Such records include, but are not necessarily limited to, formal complaints, notes, notices, statements, reports, and audio or audiovisual recordings or transcripts, as well as training materials used to train Title IX personnel as required by Title IX.

**Approved: 12/14/2020**

## **CONFLICT RESOLUTION PROCEDURE**

The purpose of this procedure is to secure an equitable and fair solution to a claim based upon an event or condition that affects the conditions or circumstances under which an employee works.

Employees should feel free to use these procedures. No employee or administrator shall discriminate against, coerce or interfere with any employee, administrator, witness or representative for their involvement in the presentation or adjudication of any conflict or concern. The employee may be represented and accompanied by a representative of his/her choosing at any step in this process. The employee filing the concern must be present at each step in the procedure.

### **Conflict Resolution Steps**

1. A conflict or concern shall be first discussed with the building principal or immediate supervisor with the intent of resolving the matter informally. If the conflict or concern is not resolved informally, the employee should prepare and submit a written complaint to the building principal or immediate supervisor. The building principal or immediate supervisor will render a written response within ten (10) working days.
2. If the conflict or concern is not resolved informally in step one, or the time limit elapses without an answer from the building principal or immediate supervisor, the employee may present the written complaint to the Superintendent or designee. The Superintendent or designee shall schedule a conference relative to such written complaint and communicate in writing a decision to the employee within a total of fifteen (15) working days.
3. If the conflict or concern is not resolved in step two, the Superintendent or the employee may present the written complaint to the School Board within 14 days of the written decision of the Superintendent. The conflict or concern will be placed on the agenda for the next regular School Board meeting unless the School Board decides to call a special board meeting to consider the conflict or concern. To be placed on the agenda of the next regular board meeting, the written conflict or concern must be received by the School Board within six (6) calendar days prior to the regular scheduled meeting or it will be placed on the next regular board meeting agenda. The School Board will communicate in writing a decision to the employee within fourteen (14) days after the meeting at which the School Board renders its decision.

## **DICKINSON PUBLIC SCHOOL DISTRICT'S POLICY FOR TOBACCO USE**

**Descriptor Code: ABBA**

### **Definitions**

For purposes of this policy:

- *Electronic smoking device* means any product containing or delivering nicotine, or any other substance, whether natural or synthetic, intended for human consumption through the inhalation of aerosol or vapor from the product. Electronic smoking device includes, but is not limited to, devices manufactured, marketed, or sold as e-cigarettes, e-cigars, e-pipes, vape pens, e-hookahs, mods, tank systems, Juul, Suorin, or under any other product name or descriptor. Electronic smoking device also includes any component part of a product, whether or not marketed or sold separately, including, but not limited to, e-liquids, e-juice, cartridges, or pods.
- *Imitation tobacco product* means any edible non-tobacco product designed to resemble a tobacco product, or any non-edible, non-tobacco product designed to resemble a tobacco product and intended to be used by children as a toy. Imitation tobacco product includes, but is not limited to, candy or chocolate cigarettes, bubble gum cigars, shredded bubble gum resembling chewing tobacco, pouches containing flavored substances packaged similar to snus, and shredded beef jerky in containers resembling snuff tins.
- *Lighter* means a mechanical or electrical device typically used for lighting tobacco products.
- *Possession of tobacco products* means:
  - l. Actual physical possession of the tobacco product while on school property;
  - m. Use or consumption of the tobacco product while on school property;
  - n. Tobacco product located in the student's locker, car, handbag, backpack, or other belongings while on school property; or
  - o. Appearance by a student on school property after having consumed or ingested the tobacco product that is noticeable by breath odor.
- *Smoking* means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco, nicotine, or plant product intended for inhalation, including hookah and marijuana, whether natural or

synthetic. "Smoking" also includes the use of an electronic smoking device. This excludes any FDA-approved nicotine replacement therapy.

- *School property* is defined in NDCC 15.1-19-10(6)(b) as all land within the perimeter of the school site and all school buildings, structures, facilities, and school vehicles, whether owned or leased by a school district, and the site of any school-sponsored event or activity.
- *Tobacco product* means any product containing, made, or derived from tobacco, or that contains nicotine, whether synthetic or natural, that is intended for human consumption or is likely to be consumed, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product, including, but not limited to: a cigarette; electronic smoking device; cigar; little cigar; cheroot; stogie; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; cavendish; plug and twist tobacco; fine-cut and other chewing tobacco; shorts; snuff; snuff flour; snus; refuse scraps, clippings, cuttings, and sweepings of tobacco; and other kinds and forms of. Tobacco product also includes any electronic smoking device.
- *Tobacco use* means smoking and the heating, inhaling, chewing, absorbing, dissolving or ingesting of any tobacco product.
- *Visitor* means any person subject to this policy that is not a District student or employee. This includes school volunteers, independent contractors, individuals performing services on behalf of the District, and individuals attending school-sponsored events or activities.

#### Rationale for Regulating Possession and Use

The health hazards of tobacco use have been well established. This policy is established to:

1. Reduce the high incidence of tobacco use in North Dakota.
2. Protect the health and safety of all students, employees, and the general public.
3. Set a non-tobacco-use example by adults.
4. Assist in complying with smoking restrictions in state and federal law (NDCC 23-12-10 and 20 U.S.C. 7973).

Tobacco use is the leading cause of preventable death and disability in North Dakota. To support and model a healthy lifestyle for our students and ensure a safe learning and working environment, the Dickinson Public School District School Board establishes the following tobacco-free policy.

#### Prohibitions

Students are prohibited from possessing, using, consuming, displaying, promoting, or selling tobacco products, electronic smoking devices, imitation tobacco products, or lighters at any time on school property or at any school-sponsored event or activity. In addition, students who participate in extracurricular activities are prohibited from possessing or using tobacco products at any time, on and off school property, as directed by District policy (FFE) and the North Dakota High School Activities Association bylaws.

District employees and visitors are prohibited from using, consuming, displaying, activating, promoting, or selling tobacco products, electronic smoking devices, imitation tobacco products, or lighters at any time on school property or at any school-sponsored event or activity.

This policy includes all events on school property that are not sponsored by, or associated with, the school.

The District shall not promote or allow promotion of tobacco products, electronic smoking devices, imitation tobacco products, or lighters on school property, at any school-sponsored event or activity, or in any school publications. This includes promotion of these products via gear, technology accessories, bags, clothing, any personal articles, signs, structures, vehicles, flyers, or any other materials.

The District shall not accept any gifts (such as curriculum, book covers, speakers, etc.) or funds from tobacco industry or from any tobacco products shop.

#### Exceptions

It shall not be a violation of this policy for an individual to possess or provide tobacco, electronic smoking devices, imitation tobacco products, or lighters to any other individual as part of a genuine indigenous practice or a lawfully recognized religious, spiritual, or cultural ceremony or practice off of school property. It shall not be a violation of this policy to use a tobacco product as part of an educational experience related to indigenous tobacco practices when such use and education experience has been approved by administration.

It shall not be a violation of this policy for tobacco products, electronic smoking devices, imitation tobacco products or lighters to be

included in an instructional or work-related activity on school property if the activity is conducted by an employee or an approved visitor, the activity does not include smoking chewing, or otherwise ingesting the tobacco product, and has been approved by administration.

It shall not be a violation of this policy for non-students 18 years and older to use or possess a product that has been approved by the U.S. Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose.

#### **Communicating to Students, Employees, and Public**

The District shall comply with all smoking prohibition posting requirements in law. Appropriate signage shall be posted throughout the District at building entrances and other highly visible locations on school property, such as, but not limited to, school buildings, District vehicles, vehicular entrances to school grounds, school playgrounds, and all indoor and outdoor athletic facilities. Signage shall indicate that the Dickinson Public School District is tobacco free. This policy shall be printed in employee and student handbooks. The local media may be asked to communicate this tobacco-free policy communitywide.

#### **Responsibility for Violations**

All individuals on the District's premises share in the responsibility for adhering to and enforcing this policy. The Superintendent shall develop regulations for the enforcement and implementation of this policy (ABBA-AR).

#### **Prevention Education**

The District may consult with the county health department and other applicable health organizations to provide students with age-appropriate tobacco prevention information that follows the guidance from the Centers for Disease Control and Prevention.

#### **Tobacco Cessation Services**

Individuals requesting assistance with tobacco cessation services will be referred to NDQuits, the North Dakota Department of Health multi-media tobacco cessation program. This is a free cessation service provided to citizens of North Dakota.

AMENDED: 05/10/2021

### **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) OF 1996**

**Descriptor Code: DI-AR2**

The Dickinson Public School District #1 will comply with the Privacy Regulations of the Health Insurance Portability and Accountability Act (HIPAA) of 1996. The District shall limit the use of and access to Protected Health Information (PHI), which is held by the District, or its lawful agents. Protected Health Information (PHI) is any written, oral, or electronic form of information relating to a person's past, present or future health condition, delivery or payment of health services that identifies an individual or where there is a reasonable basis to believe the information could be used to identify an individual. Administrative, technical and physical safeguards established to limit use and access to protected health information are stated as an integral part of this regulation. They are established as part of daily operating procedures and will be maintained by all responsible staff and representatives of lawful agents and business associates of the Dickinson Public School District #1. Protected Health Information (PHI) will be shared in accordance with HIPAA on a "need-to-know-only" basis by authorized staff. The most critical examples of this would include the Human Resources and Business Management Department staff due to employee leave information and self-funded health insurance claim reports.

To assure this commitment to compliance, the School Board shall designate a Privacy Officer who shall have the responsibility to:

1. Keep the District informed of all changes, updates, requirements, responsibilities, claims, etc. concerning the HIPAA privacy regulations.
2. Maintain documentation of the District's efforts to comply with HIPAA privacy regulations.
3. Ensure that plan subscribers are sent privacy notices and new enrollees receive said notices (note: this HIPAA regulation will also serve as the privacy notice).
4. Track any Protected Health Information (PHI) disclosures.
5. Process authorizations for disclosure and use of Protected Health Insurance (PHI).
6. Serve as the District's liaison with the group self-funded health insurance program third party administrator, relevant business associates and health insurance carriers communicating the District's commitment and securing the commitment of these entities to the privacy and security of Protected Health Information (PHI).

The Privacy Officer will receive the total support of the District. The Privacy Officer of the District is covered under the district's liability insurance in the legal performance of his/her duties and has access to the district's legal counsel in the same regard.

In accordance with HIPAA, only the District Privacy Officer (or designated other staff) may be given access to Protected Health Information (PHI) in order to legally perform the duties and administer the District's self-funded health insurance programs. This would include, but not be limited to, other Protected Health Information (PHI) such as sick leave banks requests, leave applications and other personnel related information.

The Dickinson Public School District #1 will communicate its commitment to HIPAA Privacy Regulations through:

1. Attachment of this document as an administrative regulation to Board policy DI Personnel Records.
2. Distribution of this regulation and training of all employees concerning the definition, security and authorization of Protected Health Information (PHI) on an annual basis.
3. Distribution of the privacy notices to all subscribers in the self-funded health insurance group (note: this HIPAA regulation will also serve as the privacy notice).
4. Including the regulation reference in the Professional Negotiated Agreement and the Classified Employee Salary and Benefit Package.

As an employer, the Dickinson Public School District #1 may use Protected Health Information (PHI) in its possession without specific authorization from the employee for self-funded health insurance claims, quality assessment, medical review and auditing and studies to improve the group's health care quality or reduce health care costs. In addition, Protected Health Information (PHI) may be shared when required by law for public health, civil/criminal proceedings, abuse or neglect, or food and drug administration purposes. Information which is normally maintained in the employment record that may contain Protected Health Information (PHI) will be physically "clipped" or marked for removal in the event of an employee record review. Other Protected Health Information (PHI), including but not limited to self-funded health insurance claims records, will be maintained in a locked or sealed location. Only the Privacy Officer or his/her designee will have access to this Protected Health Information (PHI).

Protected Health Information (PHI) may be released for other purposes by the authorization of the employee submitting a HIPAA Release of Information Form to the Privacy Officer. The use and/or disclosure of Protected Health Information (PHI) is limited to the specific information for the specific purpose as indicated by said form. Employees are allowed to review their Protected Health Information (PHI) that is held by the District and to make corrections to errors. Upon request, an employee will be provided with an accounting of disclosures of Protected Health Information (PHI).

Employees that believe they have been aggrieved by the use or disclosure of Protected Health Insurance (PHI) may file a grievance in accordance with the District's grievance procedure. The grievance procedure is published in the Professional Negotiated Agreement and the Classified Employee Salary and Benefit Package.

AMENDED: 2/27/2012