

# **Classified Salary & Benefit Package**

## **2015-2016**



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## **I. General Terms of Employment**

- A.** This manual addresses terms of employment for all Dickinson Public School District full time, part-time and temporary employee positions not covered by the Teacher and Administrative Benefit Packages. This Classified Employee Salary and Benefit Package handbook DOES NOT constitute a contractual agreement between the employees and the Dickinson Public School District #1. It is meant for informational purposes to understand possible working conditions and relationships. **The Dickinson Public School District #1 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 Positions - Positions requiring employment for a minimum of nine (9) months per year and forty (40) hours per week.
  2. Part-Time Positions - Positions requiring at least 17 ½ hours per week but less than forty (40) hours per week, and at least five (5) months per year.
  3. Temporary Positions - Positions requiring less than seventeen and one-half (17 1/2) hours per week.
  4. Fringe Benefits - Eligibility Criteria
    - a. Health Insurance-17 ½ hours per week, minimum five months per year.
    - b. Term Life Insurance-17 ½ hours per week, minimum five months per year.
    - c. Sick Leave-17 ½ hours per week, minimum five months per year.
    - d. Retirement-20 hours per week, minimum five months per year.
    - e. Long Term Disability (LTD)
    - f. Employee Assistance Program (EAP)
- C. Trial Period of Employment** Newly hired classified employees will be on a trial period of (40) working days.
- D. Employment Termination**
1. The employment of any classified employees may be terminated at the will of the employee provided that an advance notice of two (2) weeks is given to the school district. 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 Dickinson Public School District provided that the employee is given an advance notice of two (2) weeks prior to the intended termination date. In the event the school district 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 superintendent, directors, and building principals.
  3. In the event it becomes necessary to terminate any classified employee without giving the usual two (2) weeks notice, such employment may be terminated without any notice to the employee upon action by the superintendent.
  4. If a classified position is eliminated, the person in that position is the person whose employment will be terminated. A person whose employment is terminated in this manner may apply for other positions for which he/she is qualified.
  5. Any classified employee leaving the employment of the school district will receive payment for all days worked and all unused vacation days, if applicable.
- E. Workforce Safety**
- Any employee who is injured in the line of duty shall receive such compensation and expenses as are prescribed by the Workforce Safety Laws of the State of North Dakota. The school district 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. See attached "Incident Report" form in the back of this package.
- F. Tax Sheltered Annuities**
- The Central Administration Office will cooperate with 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.

**G. Flexible Benefits Plan** - 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:

1. Insurance Premium Conversion
2. Medical Reimbursement Account
3. Dependent Care Account

**H. Work Breaks** - Work breaks are provided from work to relax and refresh yourself. If your schedule permits, you may be allowed to take up to two paid work breaks of 15 minutes each, one in the forenoon and one in the afternoon. 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.

**I. Jury Duty** – When an employee is required to serve on jury duty, they must take one of two forms of leave, jury duty or personal. If they chose jury duty leave, the employee must endorse and submit to the Central Administration Office any payments received for jury duty, except for the mileage portion. If personal leave is used, the employee may keep any and all jury duty payments they have received. Failure to return jury duty payments will automatically result in the leave being changed from jury duty to personal leave, or leave without pay.

**J. Classified Position Descriptions:**

**Category A - Exempt and Non-Categorical Classified Staff** - This will include the following professionally positions and others as deemed necessary by the Superintendent:

Technology Coordinator  
Technology Specialist – CAO  
ELL Program Facilitator  
Other positions as needed

Social Worker  
Special Ed. Bus Driver & Para  
ELL Paraprofessional

Physical or Occupational Therapist  
Speech Language Pathology Asst. (SLPA)  
Partners in Parenting Coordinator

The exemption refers to the Fair Labor Standards Act and the fact that these employees do not come under the overtime/comp time provisions. Beginning wages in any of these positions will be determined by current industry standards, mutually agreed upon with the prospective employee and must have the superintendent's approval.

**Category I –**

Administrative Assistant for Payroll  
District Carpenter/Maintenance  
Transportation Coordinator/Dispatcher  
Educational Interpreter  
RASP Project Director

Head Mechanic - Bus Shop  
District Buildings/Grounds Coordinator  
Head Maintenance – Dickinson High School  
RASP Site Coordinator

**Category II -**

Administrative Assistant Accounts Payable  
Administrative Assistant Human Resources & Business Manager

Administrative Assistant for Superintendent  
Administrative Assistant for Student Services

**Category III –**

Receptionist – Central Administration Office

Admin. Assistants for Central Office Directors

**Category IV –**

Elementary Principal's Administrative Asst.  
Secondary Principal's Administrative Asst. – DHS  
Student Affairs Administrative Asst. – DHS

Junior High School Principal's Administrative Asst.  
Activities Coordinator Administrative Asst. – DHS  
Instructional Media Center Admin. Asst.-CAO

**Category V –**

Printer – Central Administration Office  
Special Project Administrative Assistant

Head School Custodian (Elementary and Hagen)  
Attendance/Discipline Supervisor

**Category VI -**

Head Cook

Highly Qualified Category VII Paraprofessionals

**Category VII – Group I Paraprofessionals:**  
*Special Education Paraprofessionals working with students in the following disability categories:*  
 Moderate to Severe Intellectual Disabilities  
 Early Childhood Special Education  
 Emotional Disturbance  
 Mild Intellectual Disability – with physical disabilities  
 Motor Skills Paraprofessional

Day Treatment Program Paraprofessional  
 In-School Suspension Paraprofessional  
 Highly Qualified Category VIII Paraprofessional  
 Custodian – General Custodian  
 RASP Head Site Supervisors (\$15.00)

**Category VIII – Group II Paraprofessionals:**  
*Special Education Paraprofessionals working with Students in the following disability categories:*  
 Learning Disabilities  
 Mild Intellectual Disability – without physical disabilities

General Classroom Paraprofessional  
 Title I Paraprofessional  
 Library Paraprofessional (DHS/Hagen/Elementary)  
 RASP Supervisors (\$14.00)  
 Tutorial/Academic Learning Center (DHS/Hagen)  
 Technology Paraprofessional

**Category IX -**  
 Assistant Cook  
 Playground Supervisor (Outside)

Food Service Clerical

**Category X -**  
 Lunchroom Supervisor/Accu-Scan Operator

Kitchen Helper/Salad Bar Attendant

**Category XI - Student Worker**

**II. Classified Wage Scale** (The beginning and maximum wages in each pay category shall be as follows)

I	17.00	28.90
II	16.50	28.05
III	16.00	27.02
IV	15.50	26.35
V	15.00	25.50
VI	14.50	24.65
VII	14.00	23.80
VIII	13.50	22.95
IX	13.00	22.10
X	12.50	21.25
XI	7.25	12.32

1. The maximum hourly rate for any category shall be 170% of the beginning rate in that category. 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.
2. Classified employees will be paid on the fifteenth day and on the last day of the 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 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 A.M. Sunday and ending at 12:00 midnight Saturday.
3. All classified employees will receive an annual evaluation by his/her administrative supervisor. Satisfactory evaluations by an employee's administrative supervisor will permit salary advancement. No salary advancement will be permitted if the evaluation is unsatisfactory. Employees may be placed on probation as the result of an unsatisfactory evaluation.

If a classified employee is hired before January 1 of any given year, the employee will be eligible to receive annual increases as authorized by the school board on July 1 of the next year.

If hired after February 1 of any given year, the employee may not be eligible to receive annual increases on July 1 of the next year but will be eligible the following year.

4. Movement from one job category to another: An 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 beginning 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 contract. If the transfer exceeds the employee's present number of hours, he/she must officially apply and compete with other candidates seeking the position.

5. In most instances classified employees will be hired at the beginning rate. However, previous experience may be considered for payment on the salary scale beginning July 1, 2006. Up to five (5) years of experience may be given at 4% per year calculating from the beginning salary. The director of personnel in consultation with the superintendent 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.

6. Position Classification - Appeals Process

- a. Any classified staff member, his/her supervisor, or any administrative staff member may appeal the category classification of a staff member.
- b. The appeal must be submitted in writing to the Chairman of the Classified Personnel Committee and must include the reason for the appeal.
- c. The appeal will be heard by the Personnel Committee within thirty (30) calendar days. There will be no meetings of the Personnel Committee during June, July, or August.
- d. The Personnel Committee may request the classified staff member to complete a new job analysis questionnaire.
- e. After the Personnel Committee has reached its decision, the Committee Chairman will inform the staff member of its decision.
- f. If a staff member disagrees with the decision he or she may submit another appeal after one year or whenever the Personnel Committee is normally scheduled to meet.
- g. Changes in category classifications and/or hourly rates will only be recommended to the school board on an annual basis.

7. 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.

- a. 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 workdays.
- b. 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 beginning on the 11<sup>th</sup> consecutive day.
- c. 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.

### **III. Twelve-Month Classified Employees**

- A. Method of Calculating Salary** - Salary will be determined by placement on the salary schedule and will consist of an hourly rate.
1. A twelve (12) month position will be entitled to vacation days plus nine (9) paid holidays.
- B. Sick Leave**
1. The monthly allowance of sick leave is one of an employee's working days for each month employed, cumulative to 120 of his/her working days.  
  
Examples: Eight (8) hour working day = Eight (8) hours sick leave/month  
Six (6) hour working day = Six (6) hours sick leave/month  
Sick leave will be accumulated on an hourly basis.
  2. A maximum of two (2) days sick leave from the total annual allowance may be used for doctor and dental appointments which are strictly for treatment or diagnosis of the employee, not their family members.
  3. Emergency Leave
    - a. A maximum of five (5) days sick leave from the total ten (10) day annual allowance may be used for accidents, illness or death involving the employee's or spouse's immediate family. Immediate family is defined as spouse, children, mother, father, brother, sister, grandparents, grandchildren and the spouses of brothers, sisters and children. Of these five allowable days, one may be used for a person outside of the definition of immediate family.
    - b. After an employee has used his/her personal leave, additional emergency leave may be granted. The building administrator should forward a written request on behalf of the employee to the superintendent for consideration.
  4. Personal Leave  
A maximum of two (2) days sick leave from the total annual allowance may be used for personal leave. This leave may be taken only with the approval of the employee's administrative supervisor. Personal leave and vacation must be used before absences without pay will be considered. Personal leave may be accumulated to a maximum of six (6) days.
  5. Illness or disability resulting from pregnancy will be treated the same as other illnesses.
    - a. Sick leave does not cover child rearing.
    - b. The employee may apply to his/her immediate supervisor for unpaid family medical leave. The immediate supervisor will confer with the superintendent or designee. See Board policy DDAA, Family and Medical Leave.
  6. When use of sick leave becomes necessary, it will be reported to and approved by the employee's immediate supervisor.
- C. Day Deducts**  
In the event that an employee is unable to use any of the board approved leaves of absence during their regularly scheduled work days, the following principles would apply concerning paid holidays and benefits.
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. During an extended period of pay deducts 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. If the employee does not qualify for FMLA they will be responsible for the full cost of their health and term life insurance after a period of fifteen (15) days.
- D. Health Insurance**
1. The health benefit and the type of plan offered to employees will be determined by the school board. Payment of the medical 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.



# Hours Worked Per Day Paid	Prorated Share By District	Prorated Share By Employee
8	80%	20%
7	87.5% of 80%	12.5% of 80%
6	75% of 80%	25% of 80%
4	50% of 80%	50% of 80%

- Health insurance coverage will begin within 31 days of employment.

**E. Paid Holidays**

- The following are considered paid non-working holidays for twelve (12) month employees who work at least seventeen and one-half (17 1/2) hours per week. Compensation for a paid non-working holiday will be computed at the same rate as the employee's regular daily rate.
 

(1)	January 1	New Year's Day
(2)	March or April	Good Friday
(3)	May	Memorial Day
(4)	July 4	Independence Day
(5)	September	Labor Day
(6)	November	Veterans Day
(7)	November	Thanksgiving Day
(8)	December 24	Christmas Eve
(9)	December 25	Christmas Day
- When a paid holiday falls on a weekend, either the Friday preceding or the Monday following the weekend will be designated as the holiday.
- School storm days will not be considered holidays. Employees who do not work on storm days will be required to take a pay deduction or use vacation or personal days. The superintendent has the discretion to determine who will work on these days.

**F. Paid Vacation**

- Paid vacation allowance is available to twelve (12) month employees who work at least seventeen and one-half (17 1/2) hours per week.
- Twelve (12) month employees will receive vacation allowance as follows. Vacation may not be used before it has been earned. Salary deductions will be made for any working days missed beyond accumulated vacation.

(If hired March 1 or after, the second year of vacation will begin on July 1, one year following the upcoming fiscal school year.) EXAMPLE: If an employee is hired on March 1, 2010 their second year of vacation will begin on July 1, 2011.

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

Vacation leave will be accumulated on an hourly basis.

- Twelve-month (12) employees will take their vacations at a time agreeable to their supervisors.
- All vacation time must be used within twenty-four (24) months after the year in which the time is earned.
- Unused vacation allowance will be paid to an employee upon termination at the employee's current salary rate.

**G. Term Life Insurance**

- The school district pays for \$50,000 term life insurance for twelve-month (12) employees working a minimum of twenty (20) hours per week.
- Employees may choose additional amounts of term life insurance, according to IRS regulations, at their own expense.

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

1. Twelve (12) month employees who work a minimum of twenty (20) hours per week will be required to enroll in the North Dakota Public Employee Retirement Program (NDPERS).

**I. FICA**

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

**J. Employee Assistance Program**

**K. Long Term Disability Insurance - Seventeen and one-half (17.5) hours.**

**IV. Ten-Month Classified Employees**

**A. Method of Calculating Salary - Salary will be determined by placement on the salary schedule and will consist of an hourly rate.**

1. A ten-month (10) position will be entitled to seven (7) paid holidays. The actual number of working days may vary, as determined by the superintendent.

**B. Sick Leave**

1. The monthly allowance of sick leave is one of an employee's working days for each month employed, accumulative to 120 of his/her working days.

EXAMPLES:           Eight (8) hour working day = Eight (8) hours sick leave/month  
                          Six (6) hour working day = Six (6) hours sick leave/month  
                          Sick leave will be accumulated on an hourly basis.

2. A maximum of two (2) days sick leave from the total annual allowance may be used for doctor and dental appointments which are strictly for treatment or diagnosis of the employee, not their family members.

3. **Emergency Leave**

- a. A maximum of five (5) days sick leave from the total eight (8) day annual allowance may be used for accidents, illness or death involving the employee's or spouse's immediate family. Immediate family is defined as spouse, children, mother, father, brother, sister, grandparents, grandchildren and the spouses of brothers, sisters and children. Of these five allowable days, one may be used for a person outside of the definition of immediate family.

- b. After an employee has used his/her personal leave, additional emergency leave may be granted. The building administrator should forward a written request on behalf of the employee to the superintendent for consideration.

4. **Personal Leave**

A maximum of two (2) days sick leave from the total annual allowance may be used for personal leave. This leave may be taken only with the approval of the employee's administrative supervisor. Personal leave and vacation must be used before absences without pay will be considered. Personal leave may be accumulated to a maximum of six (6) days.

5. **Illness or disability resulting from pregnancy will be treated the same as other illnesses.**

- a. Sick leave does not cover child rearing.
- b. The employee may apply to his/her immediate supervisor for unpaid family medical leave. The immediate supervisor will confer with the superintendent or designee. See Board policy DDAA, Family and Medical Leave.

6. When use of sick leave becomes necessary, it will be reported to and approved by the employee's immediate supervisor.

**C. Day Deducts**

In the event that an employee is unable to use any of the board approved leaves of absence during their regularly scheduled work days, the following principles would apply concerning paid holidays and benefits.

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. During an extended period of pay deducts the employee may apply for Family and Medical Leave (FMLA) and retain all benefits for a period of twelve (12) weeks. See board policy DDAA for details

and application. If the employee does not qualify for FMLA they will be responsible for the full cost of their health and term life insurance after a period of fifteen (15) days.

**D. Health Insurance**

1. The health benefit and type of plan offered to employees will be determined by the school board. Payment of the medical premium for the group plan approved by the school board is eighty percent (80%).

# Hours Worked Per Day Paid	Prorated Share By District	Prorated Share By Employee
8	80%	20%
7	87.5% of 80%	12.5% of 80%
6	75% of 80%	25% of 80%
4	50% of 80%	50% of 80%

2. Health insurance coverage will begin within 31 days of employment

**E. Paid Holidays**

1. The following are considered paid non-working holidays for ten (10) month employees who work at least seventeen and one-half (17 1/2) hours per week. Compensation for a paid non-working holiday will be computed at the regular daily hours worked and at the employee's regular daily rate.

(1)	January	New Year's Day
(2)	March or April	Good Friday
(3)	May	Memorial Day
(4)	September	Labor Day
(5)	November	Veterans Day
(6)	November	Thanksgiving
(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. School storm days will not be considered holidays. Employees who do not work on storm days will be required to take a pay deduction or make up the day(s). The superintendent has the discretion to determine who will work on these days.

**F. Paid Vacation - None**

**G. Term Life Insurance**

1. The school district pays for \$50,000 term life insurance for ten (10) month employees working a minimum of twenty (20) hours per week.
2. Employees may choose additional amounts, according to IRS regulations, of term life insurance at their own expense.

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

1. Ten (10) month employees who work a minimum of twenty (20) hours per week will be required to enroll in the North Dakota Public Employees Retirement Program (NDPERS).

**I. FICA**

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

**J. Employee Assistant Program**

**K. Long Term Disability Insurance - Seventeen and one-half (17.5) hours.**

**V. Nine-Month Classified Employees**

- A. Method of Calculating Salary** - Salary will be determined by placement of the salary schedule and will consist of an hourly rate.
1. A nine (9) month position will be entitled to six (6) paid holidays. The actual number of working days may vary, as determined by the superintendent.
- B. Sick Leave**
1. The monthly allowance of sick leave is one of an employee's working days for each month employed, cumulative to 120 of his/her working days.  
  
Examples: Eight (8) hour working day = Eight (8) hours sick leave/month  
Seven (7) hour working day = Seven (7) hours sick leave/month  
Five (5) hour working day = Five (5) hours sick leave/month  
Sick leave will be accumulated on an hourly basis.
  2. A maximum of two (2) days sick leave from the total annual allowance may be used for doctor and dental appointments which are strictly for treatment or diagnosis of the employee, not their family members.
  3. Emergency Leave
    - a. A maximum of five (5) days sick leave from the total seven (7) day annual allowance may be used for accidents, illness or death involving the employee's or spouse's immediate family. Immediate family is defined as spouse, children, mother, father, brother, sister, grandparents, grandchildren and the spouses of brothers, sisters and children. Of these five allowable days, one may be used for a person outside of the definition of immediate family.
    - b. After an employee has used his/her personal leave, additional emergency leave may be granted. The building administrator should forward a written request on behalf of the employee to the superintendent for consideration.
  4. Personal Leave  
A maximum of two (2) days sick leave from the total annual allowance may be used for personal leave. This leave may be taken only with the approval of the employee's administrative supervisor. Personal leave and vacation must be used before absences without pay will be considered. Personal leave may be accumulated to a maximum of six (6) days.
  5. Illness or disability resulting from pregnancy will be treated same as other illnesses.
    - a. Sick leave does not cover child rearing.
    - b. The employee may apply to his/her immediate supervisor for unpaid family medical leave. See Board policy DDAA, Family and Medical Leave. The immediate supervisor will confer with the superintendent or designee. When use of sick leave becomes necessary it will be reported to and approved by the employee's immediate supervisor.
- C. Day Deducts**  
In the event that an employee is unable to use any of the board approved leaves of absence during their regularly scheduled work days, the following principles would apply concerning paid holidays and benefits.
1. Employees would receive pay for any scheduled paid holidays only if they were at work at least one day in the previous fifteen work days prior to that holiday.
  2. During an extended period of pay deducts the employee may apply for Family and Medical Leave (FMLA) and retain all benefits for a period of twelve (12) weeks. See board policy DDAA for details and application. If the employee does not qualify for FMLA they will be responsible for the full cost of their health and term life insurance after a period of fifteen (15) days.
- D. Health Insurance**
1. The health benefit and the type of plan offered to employees will be determined by the school board. Payment of the medical 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.

# Hours Worked Per Day Paid	Prorated Share By District	Prorated Share By Employee
8	80%	20%
7	87.5% of 80%	12.5% of 80%
6	75% of 80%	25% of 80%
4	50% of 80%	50% of 80%

- Health insurance coverage will begin within the first 31 days of employment.

**E. Paid Holidays**

- The following are considered paid non-working holidays for nine (9) month employees who work at least seventeen and one-half (17 1/2) hours per week. Compensation for a paid non-working holiday will be computed at the same daily hours worked and at the employee's regular daily rate.

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

- When a paid holiday falls on a weekend, either the Friday preceding or the Monday following the weekend will be designated as the holiday.
- School storm days will not be considered holidays. Employees who do not work on storm days will be required to take a pay deduction, use personal day(s) or make up the day(s). The superintendent has the discretion to determine who will work on these days.

**F. Paid Vacation - None**

**G. Term Life Insurance**

- The school district pays for \$50,000 term life insurance for nine (9) month employees working a minimum of twenty (20) hours per week.
- Employees may choose additional amounts of term life insurance, according to IRS regulations, at their own expense.

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

- Nine (9) month employees who work a minimum of twenty (20) hours per week will be required to enroll in the North Dakota Public Employees Retirement Program (NDPERS).

**I. FICA**

Social Security taxes will be applied at the current rate.

**J. Employee Assistant Program**

**K. Long Term Disability Insurance - Seventeen and one-half (17.5) hours.**

**VI. Temporary Employees**

- Method of Calculating Salary - Salary will be appropriate to the position as determined by the Director of Personnel. The salary will consist of an hourly rate.
- Sick Leave - None
- Health Insurance - None
- Paid Holidays - None
- Paid Vacation - None
- Term Life Insurance - None
- NDPERS - None
- FICA - Social Security taxes will be applied at the current rate
- Employee Assistance Program - none

## **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 employee 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 \$200 or \$20 per day for all unused sick leave whichever is greater.

This policy will apply to all employees of the School District, classified and licensed.

POLICY AMENDED: 05/13/2013

## **DRUG & ALCOHOL FREE WORKPLACE**

Descriptor Code: DEAA

The Dickinson School District enforces the Drug-Free Workplace Act. The District prohibits employees from:

1. Unlawfully manufacturing, distributing, dispensing, possessing or using a controlled substance or alcohol on district property and grounds, in any vehicle belonging to the District, and at any school-related activity.
2. Knowingly or intentionally aiding or abetting in any of the above activities.

### **Awareness Program**

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

### **Policy Dissemination**

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

### **Violation Reporting**

As a condition of employment, each employee shall agree to abide by this policy and notify the Superintendent of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction. The Superintendent, in accordance with law, will notify the appropriate federal agency after receiving any notice of a conviction for a violation occurring in the workplace. An employee is also required to inform his/her immediate supervisor when the employee's ability to perform job duties is impaired due to on- or off-duty controlled substance use.

### **Violations**

Violations of this policy may result in the following:

1. Participation in the Employee Assistance Program (EAP) and/or a rehabilitation program.
2. Unpaid leave or suspension.
3. Termination of employment. Due process procedures shall be followed prior to termination, if applicable.
4. Notification of proper law enforcement authorities.

### **Assistance**

The Board recognizes that 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.

POLICY AMENDED: 05/12/2014

**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 and/or employee's race, color, religion, gender, national origin, ancestry, disability, age, marital status, or other class protected by law.

It shall be a violation of this policy for any district student or employee to harass or discriminate against another district student or employee sexually or based on any other class protected by law. The District will not tolerate harassment or discrimination 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 person affiliated with a person 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 harassment or discrimination complaint and act on findings as appropriate, which may include disciplinary measures such as, but not limited to, termination of employment or expulsion in accordance with board policy, law, and, when applicable, the negotiated agreement. Students and employees are expected to fully cooperate in the investigation process.

**Definitions**

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

**Complaint Filing Procedure**

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

**Confidentiality**

An individual wishing to file an anonymous harassment and/or discrimination complaint shall be advised that confidentiality will limit the district's ability to fully respond to the complaint. The District will attempt to protect the identity of the complainant, witnesses, and alleged harasser to the extent possible under law; however, a harassment or

discrimination investigation report is subject to the open records law after 60 days, or when the investigation is complete whichever comes first, with limited exceptions.

### **Policy Training and Dissemination**

The Board authorizes the Superintendent to develop harassment and discrimination awareness training for students and employees. In addition, the Superintendent shall display this policy and complementary grievance procedure in a prominent place in each district building and publish it in student and employee handbooks.

### **Nondiscrimination Coordinator**

The Board designates the Assistant Superintendent as the Title IX and Nondiscrimination Coordinator. The Assistant Superintendent may be contacted at: 444-4th Street West, Dickinson, ND; (701) 456-0002.

AMENDED: 09/12/11

## **DISCRIMINATION & HARASSMENT GRIEVANCE PROCEDURE**      Descriptor Code: AAC-BR

The following procedure is designed to resolve harassment and discrimination complaints as defined 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 harassment investigation.

The procedure contained in these regulations supersedes the district's Complaints About Personnel.

### **Retaliation Prohibited**

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

### **Complaint Filing Format and Deadlines**

Complaints can be filed verbally or in writing and should be filed as soon as a victim or witness of alleged harassment and/or discrimination becomes aware that alleged harassment or discrimination occurred. Complaints must be filed within statutory deadlines contained in law.

### **Informal Complaint Procedure**

An informal harassment or discrimination complaint shall be filed using the following procedure:

1. The complainant files the complaint with an immediate supervisor, principal, school counselor, Superintendent, or Title IX Coordinator.
2. The individual receiving the complaint shall document receipt and forward the complaint to the Superintendent who shall designate an investigator. If the Superintendent is the subject of the complaint, the recipient shall forward it to the Board President who shall designate an investigator.
3. The designated investigator shall meet with each party individually and collect information needed to arrive at an equitable solution. At no time shall the complainant be required to work out the problem directly with the accused.
4. Within 30 calendar days of the complaint being filed or as soon as practical, the investigator shall issue a written notice of recommendations to both parties. Prior to issuing this notice, the investigator shall meet with the Superintendent or Board President (if the Superintendent is the subject of the complaint) to receive his/her concurrence on the recommendations and receive his/her approval on any disciplinary recommendations. Disciplinary recommendations shall be carried out in accordance with policy, law, and, when applicable, the negotiated agreement.
5. The investigator or designee shall monitor the implementation and effectiveness of recommendations and shall notify the Superintendent or Board President (if the Superintendent is the subject of the complaint) if harassment/discrimination persists.

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

### **Formal Grievance Procedure**

1. Filing a Complaint:
  - a. A victim or witness of alleged harassment or discrimination may file a formal complaint either orally or in writing to an immediate supervisor, principal, school counselor, Superintendent, or Title IX Coordinator. If any of these individuals is the subject of the complaint, it should



be filed with an alternative source. Harassment/discrimination complaints about the Superintendent shall be filed with the Board President.

- b. Upon receipt of the complaint, the recipient shall document the date, time, and nature of the complaint and shall request the complainant's signature on this document.
  - c. Within five school days of receiving the complaint or as soon as practical, the recipient of the complaint shall issue a notice to the complainant and the accused that a complaint has been filed.
2. Investigation Process:
- a. The recipient of the complaint shall confer with the Superintendent or Board President (if the Superintendent is the subject of the complaint) about who will be best suited to investigate the complaint. The investigation may be conducted by school personnel or a third party designated by the District.
  - b. Before the investigation commences, the investigator in coordination with the Superintendent or Board President (if the Superintendent is the subject of the complaint) shall determine if interim measures must be taken to prevent harassment/ discrimination during the course of the investigation and whether law enforcement or other applicable officials should be notified.
  - c. The investigation shall 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. Witnesses shall be instructed not to discuss this matter with others. At no time during the investigation shall the complainant be required to meet with the accused to discuss the complaint.
  - d. The investigator shall complete his/her investigation within 15 calendar days or as soon as practical.
  - e. Any deviation from the investigation procedure should be documented with an explanation. Reasons for delays in the investigation also should be documented.
3. Investigation Report:
- a. After the investigator has completed the investigation, s/he shall complete a written report containing a determination of whether allegations were substantiated, whether the discrimination/ harassment policy was violated, and recommendations for corrective action, if any. These determinations shall be made on a case-by-case basis and based on, but not limited to, the following criteria:
    - i. Whether evidence suggests a pattern of conduct supporting or disproving the allegations or harassment or discrimination;
    - ii. Whether behavior meets the definition of harassment, sexual harassment, and/or discrimination as defined in board policy;
    - iii. Ages of the parties involved;
    - iv. Relationship between the parties involved;
    - v. Severity of the conduct;
    - vi. How often the conduct occurred, if applicable;
    - vii. How the District resolved similar complaints, if any, in the past.
  - b. The investigator shall submit his/her report to the Superintendent or Board President (if the Superintendent is the subject of the complaint). This individual shall review the report, determine if the recommendations are appropriate, implement the portions of the report s/he approves, and develop a monitoring plan to evaluate the effectiveness of the recommendations and help prevent recurrence. Any disciplinary action shall be carried out in accordance with board policy, law, and, when applicable, the negotiated agreement.
  - c. Prior to implementing the recommendations, the Superintendent or Board President (if the Superintendent is the subject of the complaint) shall issue his/her decisions in writing to the complainant and accused. These decisions shall be binding; however, nothing shall prevent the parties from seeking redress through state and/or federal law.
  - d. The entire complaint filing, investigation, and reporting process should be completed within 30 calendar days or as soon as practical not to exceed 60 calendar days.

## **GRIEVANCE 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 grievance. The employee may be represented and accompanied by a representative of his/her choosing at any step in this process. The employee filing the grievance must be present at each step in the procedure.

### **Grievance Steps**

1. A grievance shall be first discussed with the building principal or immediate supervisor with the intent of resolving the matter informally. If the grievance is not resolved informally, the employee should prepare and submit a written grievance request to the building principal or supervisor. The principal will render a written response within ten (10) working days.
2. If no agreement is reached in step one or the time limit elapses without an answer, the employee may present the written grievance to the superintendent. The superintendent or designee shall schedule a conference relative to such grievance and communicate in writing a decision to the grievant within a total of fifteen (15) working days.
3. If no agreement is reached in step two the superintendent or the employee may present the written grievance to the school board. The grievance will be placed on the agenda for the next school board meeting. The school board will communicate in writing a decision to the grievant within ten (10) working days after the meeting.

## **NORTH DAKOTA'S COMPREHENSIVE MODEL SCHOOL POLICY FOR TOBACCO USE** Descriptor Code: ABBA

### **Definitions**

For purposes of this policy, *tobacco* is defined to include any product that contains tobacco, is manufactured from tobacco, or contains nicotine. This excludes any FDA-approved nicotine replacement therapy.

### **Rationale for Regulating Possession & 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.

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

### **Use & Possession Prohibitions**

1. **Students:** Possession and/or use of tobacco products by students on district property, in district vehicles, and at school-sponsored events (whether on or off district property) is prohibited at all times.
2. **Staff/Visitors:** The use of tobacco products by all school employees and visitors on district property, in district vehicles, and at school-sponsored events (whether on or off district property) is prohibited.

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

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

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

### **Communicating to Students, Staff, & Public**

This policy will be printed in employee and the student handbooks. The District shall comply with all smoking prohibition posting requirements in NDCC 23-12-10.4

**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.

**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.

AMENDED: 08/11/2014

**SICK LEAVE BANK**

The Dickinson Public School District will maintain a Sick Leave Bank for participating employees whose applications are approved by the Director of Personnel. 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 eligible employees at the beginning of each school/contract year. The annual Personnel Information form will be used for employees to declare their intentions. Only employees who are new enrollees to the sick leave bank will be assessed a day of sick leave. Employees that 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 accumulated 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 contract period..

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 Director of Personnel shall verify that an application for disability has been filed.

5. Application Processing

The Director of Personnel will review applications, give written notice to 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 District's Director of Personnel will maintain and account for the Sick Leave Bank records. In the event that an employee is denied use of Sick Bank Leave, they may appeal their request to the Superintendent of Schools.

6. Limitations

Participants in the Sick Leave Bank, upon written approval from the Director of Personnel or Business Manager, may be granted a maximum of twenty (20) days of sick leave per application. A participant may apply four (4) times in any single contract period 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.

The Dickinson Public School District #1 will comply with the Privacy Regulations of the Health Insurance Portability and Accountability Act of 1996. The District shall limit the use of and access to Protected Health Information, 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 policy. 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 staffs, due to employee leave information and self-funded health insurance claim reports.

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

- to keep the District informed of all changes, updates, requirements, responsibilities, claims, etc. concerning the HIPAA privacy regulations,
- to maintain documentation of the District's efforts to comply with HIPAA privacy regulations,
- to ensure that plan subscribers are sent privacy notices and new enrollees receive said notices, (*note: this HIPAA policy will also serve as the privacy notice*),
- to track any protected health information disclosures,
- to process authorizations for disclosure and use of PHI,
- to 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 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 PHI in order to legally perform the duties and administer the District's self-funded health insurance programs. This would also include, but not be limited to, other 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:

- attachment of this document as an administrative regulation to board policy DI - Personnel Records, by the Board of Education,
- distribution of this policy to and training of all employees concerning the definition, security and authorization of PHI on an annual basis,
- distribution of the privacy notices to all subscribers in the self-funded health insurance group, (*note: this HIPAA policy will also serve as the privacy notice*),
- including the policy 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 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, 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 PHI, will be physically "clipped" or marked for removal in the event of an employee record review. Other 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.

Protected health information 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 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 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 PHI.

Employees that believe they have been aggrieved by the use or disclosure of 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.