

DICKINSON PUBLIC SCHOOLS

Classified Salary &

Benefit Package 2018-2019



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DRAFT

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 20 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 twenty (20) hours per week.
4. Fringe Benefits - Eligibility Criteria
 - a. Health Insurance-20 hours per week, minimum five months per year.
 - b. Term Life Insurance-20 hours per week, minimum five months per year.
 - c. Sick Leave-20 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 or his/her designee.
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 - Works 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 - Non-Categorical Classified Staff - This will include the following professional positions and others as deemed necessary by the Superintendent:

- | | |
|--|---|
| Accounting Manager | Special Education Bus Driver and Paraprofessional |
| Building & Grounds Maintenance Manager | Speech Language Pathology Paraprofessional (SLPP) |
| Human Resources Director | Social Worker |
| Partners in Parenting Coordinator | Technology Coordinator |
| Physical/Occupational Therapist | Technology Specialist |

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 Payroll | Human Resources Assistant |
| Head Custodian – DHS | RASP Coordinator |

Category II -

- | | |
|---|---|
| Administrative Assistant Accounts Payable | Administrative Assistant for Superintendent |
| Administrative Assistant Human Resources | Administrative Assistant Transportation |
| Administrative Assistant Student Services | Head Custodian - DMS |

Category III –

- | | |
|---|--|
| Administrative Assistants for CAO Directors | Receptionist – Central Administration Office |
| Assistant Coordinator - RASP | |

Category IV –

- | | |
|--|---|
| Administrative Assistant – Activities Director | Administrative Assistant for Principals |
| Administrative Assistant – CAO Media Center | Administrative Assistant – Student Affairs at DHS |

Category V –

- | | |
|--|-----------------------------|
| Administrative Assistant – Adult Learning Center | Head Custodian – Elementary |
| Administrative Assistant – RASP | Printer - CAO |
| Attendance/Discipline Supervisor - DHS | |

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:
Early Childhood Special Education Intellectual Disability – with physical disabilities
Emotional Disturbance Motor Skills Paraprofessional
Intellectual Disabilities

Day Treatment Program Paraprofessional
General Custodian
In-School Suspension Paraprofessional

Highly Qualified Category VIII Paraprofessional
RASP Head Site Supervisors (\$15.50)

Category VIII –

Group II Paraprofessionals: Special Education Paraprofessionals working with students in the following disability categories:
Learning Disabilities Intellectual Disability – without physical disabilities

ELL Paraprofessional
General Classroom Paraprofessional
Hearing Impaired Paraprofessional
Library Paraprofessional

Technology Paraprofessional
Title I Paraprofessional
Tutorial/Academic Learning Center
RASP Supervisors (\$14.50)

Category IX -

Assistant Cook
Playground Supervisor (Outside)

Food Service Clerical

Category X -

Kitchen Helper/Salad Bar Attendant

Lunchroom Supervisor/eTriton Operator

Category XI - Student Worker

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

I	17.65
II	17.15
III	16.65
IV	16.15
V	15.65
VI	15.15
VII	14.65
VIII	14.15
IX	13.65
X	13.15
XI	7.25

1. 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.
4. 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 January 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.
5. 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.
6. 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 human resources manager 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.
7. 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 Superintendent or 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.
8. 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 11th 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.

A twelve (12) month position will be entitled to vacation days plus ten (10) paid holidays, ten (10) paid sick days, and two (2) paid personal days.

- B. **Sick Leave**

All sick leave is earned and accumulated monthly according to the employees' rate of employment.

Example: days of sick leave times (X) hours worked divided by # paychecks.

10 days sick leave X 8 hours per day divided by 24 (#paychecks) = 3.33 hours per pay period.

Sick Leave Provisions: Sick leave may be taken for personal illness, injury, or other physical disability (including pregnancy-related disability) and for illness in the immediate family, defined as spouse, children (step), father (step), mother (step), parents-in-law, brother, sister, grandchildren and grandparents. Sick leave may be used for preventive 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.

- C. **Personal Leave**

Two (2) days 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.

1. 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.
2. When use of sick leave becomes necessary, it will be reported to and approved by the employee's immediate supervisor.

- D. **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.

- E. **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%

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

F. Paid Holidays

1. The following are considered paid non-working holidays for twelve (12) month employees who work at least twenty (20) 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)	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. 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.

G. Paid Vacation

1. Paid vacation allowance is available to twelve (12) month employees who work at least twenty (20) hours per week.
2. 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.

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

H. Term Life Insurance

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

I. North Dakota Public Employees Retirement System (NDPERS)

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).

- J. FICA**
Social Security taxes will be applied at the current rate.
- K. Employee Assistance Program**
- L. Long Term Disability Insurance - Twenty (20) 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.

A ten-month (10) position will be entitled to eight (8) paid holidays, eight (8) paid sick days, and two (2) paid personal days. The actual number of working days may vary, as determined by the superintendent.

- B. Sick Leave**

All sick leave is earned and accumulated monthly according to the employees' rate of employment.

Example: days of sick leave times (X) hours worked divided by # paychecks.

8 days sick leave X 7 hours per day divided by 18 (#paychecks) = 3.11 hours per pay period.

8 days sick leave X 7.5 hours per day divided by 18 (#paychecks) = 3.33 hours per pay period.

8 days sick leave X 4 hours per day divided by 18 (#paychecks) = 1.78 hours per pay period.

Sick Leave Provisions: Sick leave may be taken for personal illness, injury, or other physical disability (including pregnancy-related disability) and for illness in the immediate family, defined as spouse, children (step), father (step), mother (step), parents-in-law, brother, sister, grandchildren and grandparents. Sick leave may be used for preventive 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.

- C. Personal Leave**

Two (2) days 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.

1. 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.
2. When use of sick leave becomes necessary, it will be reported to and approved by the employee's immediate supervisor.

- D. 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.

- E. 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

F. Paid Holidays

1. The following are considered paid non-working holidays for ten (10) month employees who work at least twenty (20) 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)	February	Presidents’ Day
(3)	March or April	Good Friday
(4)	May	Memorial Day
(5)	September	Labor Day
(6)	November	Veterans Day
(7)	November	Thanksgiving
(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. 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.

G. Paid Vacation – None

H. 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.

I. 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).

J. FICA

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

K. Employee Assistant Program

L. Long Term Disability Insurance – Twenty (20) 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.

A nine (9) month position will be entitled to seven (7) paid holidays, seven (7) paid sick days, and two (2) paid personal days. The actual number of working days may vary, as determined by the superintendent.

B. Sick Leave

All sick leave is earned and accumulated monthly according to the employees’ rate of employment.

Example: days of sick leave times (X) hours worked divided by # paychecks.
 7 days sick leave X 7 hours per day divided by 18 (#paychecks) = 2.72 hours per pay period.
 7 days sick leave X 7.5 hours per day divided by 18 (#paychecks) = 2.92 hours per pay period.
 7 days sick leave X 4 hours per day divided by 18 (#paychecks) = 1.56 hours per pay period.

Sick Leave Provisions: Sick leave may be taken for personal illness, injury, or other physical disability (including pregnancy-related disability) and for illness in the immediate family, defined as spouse, children (step), father (step), mother (step), parents-in-law, brother, sister, grandchildren and grandparents. Sick leave may be used for preventive 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.

C. Personal Leave

Two (2) days 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.

1. 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.
2. When use of sick leave becomes necessary it will be reported to and approved by the employee’s immediate supervisor.

D. 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.

E. 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%

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

F. Paid Holidays

1. The following are considered paid non-working holidays for nine (9) month employees who work at least twenty (20) 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)	February	Presidents’ Day
(3)	March or April	Good Friday
(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, use personal day(s) or make up the day(s). The superintendent has the discretion to determine who will work on these days.

G. Paid Vacation – None

H. Term Life Insurance

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

I. North Dakota Public Employees Retirement System (NDPERS)

1. 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).

J. FICA

Social Security taxes will be applied at the current rate.

K. Employee Assistant Program

L. Long Term Disability Insurance – Twenty (20) hours.

VI. Temporary Employees

- A. 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.
- B. Sick Leave – None
- C. Health Insurance - None
- D. Paid Holidays - None
- E. Paid Vacation - None
- F. Term Life Insurance - None
- G. NDPERS - None
- H. FICA - Social Security taxes will be applied at the current rate
- I. 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 AND 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 or prohibited substance including, but not limited to 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: 10/10/2016

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.

It is a violation of this policy for any district student, parent, guardian, or employee, or third party to discriminate 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, which may include disciplinary measures such as termination of employment or expulsion in accordance with board policy, law, and, when applicable, the negotiated agreement. Students and employees are expected to fully cooperate in the investigation process. The District will take steps to prevent recurrence of discrimination, harassment, or retaliation and remedy discriminatory effects on the 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 regulation AAC-BR.
- *Disability* is defined in accordance with NDCC 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 NDCC 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 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, or pervasive so as to limit the student's ability to participate in or benefit from the education program or to create a hostile or abusive education environment
- *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, sexual orientation, or gender identity. 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 when:
 - a. It is quid pro quo, 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. It creates a hostile environment meaning unwelcome sexual conduct or communication that is sufficiently serious to deny or limit a student's ability to participate in or benefit from the school's program(s). For employees a hostile environment is created when submission to unwelcome sexual conduct is made either explicitly or implicitly a term or condition of an individual's employment.
- *Sexual harassment examples* include:
 - a. sexual or "dirty" jokes;
 - b. unwelcome sexual advances;
 - c. requests for sexual favors;
 - d. sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature, including 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 IX* is a federal law that protects people from discrimination, based on sex, in education programs or activities that receive federal financial assistance.

Complaint Filing Procedure

The Board shall create an informal and formal discrimination and harassment complaint filing procedure in board regulations AAC-BR. The procedure provides for an impartial investigation free of conflicts of interest. Nothing in this policy or in the discrimination and harassment grievance procedure prevents an individual from pursuing redress through state and/or federal law.

Confidentiality

An individual wishing to file an anonymous discrimination and/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 forward it to the appropriate grievance coordinator. All District employees must receive training on their reporting duties.

Policy Training and Dissemination

The Board authorizes the Superintendent to develop discrimination and harassment awareness training for students and employees. In addition, 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.

Grievance Coordinator

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. He/She may be contacted at: 444 4th Street West, Dickinson, ND 58601 or 701-456-0002.

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/Title II Coordinator. He/She may be contacted at: 444 4th 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.

The Title IX, 504/Title II, and any other school official responsible for the investigation of discrimination complaints, shall receive training. This training will include (1) the definition of discrimination, harassment, and retaliation; (2) the handling of complaints under the Discrimination and Harassment Grievance Procedure (AAC-BR); and (3) the applicability of confidentiality requirements.

AMENDED: 05/08/17

DISCRIMINATION, & HARASSMENT, AND RETALIATION GRIEVANCE PROCEDURE

Descriptor

Code: AAC-BR

The following procedure is designed to resolve discrimination, harassment, and retaliation complaints by and against District students, parents, employees, and third parties, as described in board policy coded AAC, 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 this regulation supersedes the District's policies regarding complaints about personnel and bullying.

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 the Nondiscrimination and Anti-Harassment Board Policy, coded AAC.

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, harassment, or retaliation to the appropriate grievance coordinator (Title IX, 504/Title II, or Nondiscrimination) 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). Complaints other than Title IX, 504, or Title II shall be referred to the Human Resources Director. Failure by a District employee to report under this regulation may result in disciplinary action.

Initiating Complaint Resolution Procedure

After receiving a discrimination, harassment and/or retaliation complaint or gaining knowledge of potentially discriminatory, harassing, and/or retaliating 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, harassment, and/or retaliation 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 with 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, harassment, and/or retaliation 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, harassment, and/or retaliation requiring all students and District employees 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 AAC 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, harassment, and/or retaliation persists. Both the complainant and the accused have the right to terminate the informal resolution procedure at any time in writing 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, harassment, or retaliation 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 except proper authorities.

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, harassment, and/or retaliation “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, harassment, and/or retaliation;
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.

Investigation Materials

Investigation materials must be retained by the appropriate grievance coordinator for at least six years.

AMENDED: 05/25/17

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 within 14 days of the written decision of the superintendent. The grievance will be placed on the agenda for the next regular school board meeting unless the board decides to call a special board meeting to consider the grievance. To be placed on the agenda of the next regular board meeting, the appeal to the school board must be received six 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 grievant within ~~ten~~ (10) 14 working days after the meeting at which the board renders its decision.

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 and 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, and 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: 06/12/2017

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.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT 1996 (HIPAA) Descriptor Code: DI-AR2

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.

Amended 02/27/12