

**CLASSIFIED PERSONNEL
POLICY MANUAL**

**Effective
July 1, 2020 – June 30, 2021**



A great place to grow and learn!

**Grand Forks Public School District #1
Grand Forks, North Dakota**

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ARTICLE I – STATEMENT OF PURPOSE AND DISCLAIMER

This Policy Manual (known as “Manual”) for Classified Personnel dated July 1, 2020 sets out the policies and procedures of the Grand Forks Public School District # 1, which are general guidelines. This Manual has been developed in good faith with input from the School District and its Personnel. This Manual will guide the School District and its Personnel in maintaining consistency and uniformity.

The contents of this Manual are not intended to be, nor are they, a contract of employment between you and the Grand Forks Public School District # 1. No part of this Manual may be construed as a contract. The Grand Forks Public School District # 1 expressly reserves the right to modify, suspend or revoke any provision of this Manual at any time, in its sole discretion.

ARTICLE II – SALARY

(Revised 2020)

Classified Personnel Salary Schedule 2020-2021

	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Category 1	\$12.02	\$12.26	\$12.51	\$12.76	\$13.02	\$13.28	\$13.54	\$13.81	\$14.09	\$14.37	\$14.66	\$14.95
Category 2	\$12.63	\$12.88	\$13.14	\$13.40	\$13.67	\$13.94	\$14.22	\$14.50	\$14.79	\$15.09	\$15.39	\$15.70
Category 3	\$13.26	\$13.52	\$13.79	\$14.07	\$14.35	\$14.64	\$14.93	\$15.23	\$15.53	\$15.84	\$16.16	\$16.48
Category 4	\$13.92	\$14.20	\$14.48	\$14.77	\$15.07	\$15.37	\$15.68	\$15.99	\$16.31	\$16.64	\$16.97	\$17.31
Category 5	\$14.62	\$14.91	\$15.21	\$15.51	\$15.82	\$16.14	\$16.46	\$16.79	\$17.12	\$17.47	\$17.82	\$18.17
Category 6	\$15.35	\$15.65	\$15.97	\$16.29	\$16.61	\$16.94	\$17.28	\$17.63	\$17.98	\$18.34	\$18.71	\$19.08
Category 7	\$16.11	\$16.44	\$16.76	\$17.10	\$17.44	\$17.79	\$18.15	\$18.51	\$18.88	\$19.26	\$19.64	\$20.04
Category 8	\$16.92	\$17.26	\$17.60	\$17.95	\$18.31	\$18.68	\$19.05	\$19.43	\$19.82	\$20.22	\$20.62	\$21.04
Category 9	\$17.77	\$18.12	\$18.48	\$18.85	\$19.23	\$19.61	\$20.01	\$20.41	\$20.81	\$21.23	\$21.66	\$22.09
Category 10	\$18.65	\$19.03	\$19.41	\$19.80	\$20.19	\$20.59	\$21.01	\$21.43	\$21.86	\$22.29	\$22.74	\$23.19
Category 11	\$19.59	\$19.98	\$20.38	\$20.78	\$21.20	\$21.62	\$22.06	\$22.50	\$22.95	\$23.41	\$23.88	\$24.35
Category 12	\$20.57	\$20.98	\$21.40	\$21.82	\$22.26	\$22.71	\$23.16	\$23.62	\$24.10	\$24.58	\$25.07	\$25.57
Category 13	\$21.59	\$22.03	\$22.47	\$22.92	\$23.37	\$23.84	\$24.32	\$24.80	\$25.30	\$25.81	\$26.32	\$26.85
Category 14	\$22.67	\$23.13	\$23.59	\$24.06	\$24.54	\$25.03	\$25.53	\$26.04	\$26.57	\$27.10	\$27.64	\$28.19
Category 15	\$23.81	\$24.28	\$24.77	\$25.26	\$25.77	\$26.28	\$26.81	\$27.35	\$27.89	\$28.45	\$29.02	\$29.60
Category 16	\$25.00	\$25.50	\$26.01	\$26.53	\$27.06	\$27.60	\$28.15	\$28.71	\$29.29	\$29.87	\$30.47	\$31.08
Category 17	\$26.25	\$26.77	\$27.31	\$27.85	\$28.41	\$28.98	\$29.56	\$30.15	\$30.75	\$31.37	\$32.00	\$32.64
Category 18	\$27.56	\$28.11	\$28.67	\$29.25	\$29.83	\$30.43	\$31.04	\$31.66	\$32.29	\$32.94	\$33.60	\$34.27
Category 19	\$28.94	\$29.52	\$30.11	\$30.71	\$31.32	\$31.95	\$32.59	\$33.24	\$33.91	\$34.58	\$35.27	\$35.98
Category 20	\$30.38	\$30.99	\$31.61	\$32.24	\$32.89	\$33.55	\$34.22	\$34.90	\$35.60	\$36.31	\$37.04	\$37.78
Category 21	\$31.90	\$32.54	\$33.19	\$33.86	\$34.53	\$35.22	\$35.93	\$36.65	\$37.38	\$38.13	\$38.89	\$39.67
Category 22	\$33.50	\$34.17	\$34.85	\$35.55	\$36.26	\$36.99	\$37.73	\$38.48	\$39.25	\$40.03	\$40.83	\$41.65
Category 23	\$35.17	\$35.88	\$36.59	\$37.33	\$38.07	\$38.83	\$39.61	\$40.40	\$41.21	\$42.04	\$42.88	\$43.73
Category 24	\$36.93	\$37.67	\$38.42	\$39.19	\$39.98	\$40.78	\$41.59	\$42.42	\$43.27	\$44.14	\$45.02	\$45.92

See Appendix B for a list of Classified Category & Positions.

Classified, hourly employee placement on the salary schedule, when initially employed will be at Step 0 of the category.

Procedure for Changing Position:

To a higher category: Employee's placement moves to lowest step in new category in which the employee will not lose pay.

To a lower category: Employee's placement moves to same step in new category.

Exceptions may be granted by the Human Resource Director subject to approval by the Superintendent.

Procedure for Reclassified Position:

If employee applies and is approved for reclassification, they stay in the same step whether the change is to a higher or lower category.

Classified Exempt annual salary is determined by the work schedule defined for each position and may be adjusted due to changes in the schedule. When these positions are filled or when a raise is given, the salary level is to be determined by the Superintendent of Schools in consultation with the appropriate cabinet level individual and direct supervisor.

ARTICLE III – BENEFITS

(Revised 2020)

The School District currently maintains various benefit plans in which you may be entitled to participate. Employees must be scheduled to work thirty (30) hours or more per week to be eligible for these benefits.

The School District reserves the right to modify or discontinue some or all of the benefit plans at any time, subject to applicable state and federal law.

Employees must enroll within thirty (30) days of their date of employment, during the benefit enrollment period (dates, determined by the School District with effective date of Sept. 1), or within thirty (30) days of a qualifying event.

If you have a change in status, you must notify the Human Resources Department to complete the necessary change forms within 30 days of the change. You will need to present documentation, such as a birth, marriage, or death certificate, or divorce decree.

Examples of status changes are:

- You get married, divorced, or legally separated
- You add a dependent child through birth, adoption, or change in custody
- Your dependent loses coverage or gains other coverage
- Your spouse loses or qualifies for coverage through his or her employer

The benefit plans identified below are currently provided to employees as defined in each section in direct proportion to their percentage of full time employment and are non-transferable. Full time employment is defined as forty (40) hours per week, fifty-two (52) weeks per year. This employment will be considered the twelve month employment category.

Paraprofessionals and Cooks hired **after March 1**, for that school year, will be considered a "substitute". Substitutes are not eligible for benefits.

SECTION 1: HEALTH INSURANCE *(Revised 2018)*

Employees working thirty (30) hours or more per week are eligible to select the health insurance benefit. The Board will determine annually the premium contribution level based on the full-time equivalence (FTE) of a classified employee's job. Premium contribution charts are available on the district website at www.gfschools.org/benefits. The health insurance plan year is September 1 through August 31. Annual premiums are deducted from payroll September through May.

Employees must apply for coverage within 30 days of their date of employment.

Employees may also apply, make changes, or cancel during the benefit enrollment period (dates determined by the School District with effective date of September 1), or within 30 days of a qualifying event.

SECTION 2: LIFE INSURANCE *(Revised 2018)*

The School District currently provides, at no cost to the employee, a group \$15,000 term life insurance policy to employees meeting the minimum requirements specified in the master life insurance contract. Employees working thirty (30) hours or more per week are eligible for coverage. Employees may purchase additional coverage up to the amounts specified by the insurer at the cost established by the insurer. Additional options are 1) Employee Life - \$20,000 or \$40,000 benefit and 2) Dependent Life – Spouse \$5,000/Child(ren) \$5,000.

SECTION 3: DISABILITY INSURANCE *(Revised 2013)*

The School District currently provides, at no cost to the employee, a group long-term disability policy. The policy provides a benefit equal to two thirds of an employee's salary to employees meeting the minimum requirements specified in the master disability insurance contract. Employees working thirty (30) hours or more per week are eligible for coverage.

Disability benefits begin after an employee has been disabled for more than 90 consecutive calendar days or sick leave is depleted.

Classified employees qualifying for long-term disability benefits will continue to receive life and health insurance benefits during the disability period but not to exceed 24 months from the time the disability begins. The premium contributions will remain at the same level it was prior to the disability. Arrangements for payment must be made with the Payroll Department. Classified employees qualifying for long-term disability benefits will not be eligible for other School District benefits.

SECTION 4: RETIREMENT *(Revised 2018)*

For employees working thirty (30) hours or more per week, the School District matches the employee's contribution to a Tax Sheltered Annuity (TSA/403b), dollar for dollar, up to 5.0% of the employee's earnings. This contribution must be made through payroll deduction. TSA/403b deductions are FICA taxable only. Employees working less than thirty (30) hours per week may contribute to a TSA/403b through payroll deduction without an employer match. To participate, an employee must have an account established with a Vendor from the approved list (see Appendix A of the Classified Policy Manual). Employees can start, suspend, or change the contribution amount at anytime.

SECTION 5: SECTION 125 FLEXIBLE BENEFITS PLAN *(Revised 2018)*

The flexible spending account (FSA) is an optional account where you can set aside money for health care expenses and/or Dependent Care on a pre-tax basis. Annual contribution amounts must be set during enrollment and cannot be changed except for changes in family status. Expenses must be incurred within the plan year and 2 ½ month grace period. This benefit is a "use it or lose it!"

ARTICLE IV – LEAVES

(Revised 2018)

The Grand Forks Public Schools offers all employees, that meet the requirements, several paid leave options. These benefits will be available to the employee after their 30th day of employment with the District and will be prorated to their start date.

All leave accruals are based on the full-time equivalence (FTE) of a classified employee's job. All applicable leave must be taken before requesting time off without pay.

Employees on leave without pay, at the beginning of the fiscal year, will receive this benefit pro-rated based upon their return date.

SECTION 1: SICK LEAVE *(Revised 2017)*

Employees receive the following paid time off for sick leave each year (July 1 – June 30). Sick leave will be prorated for your first year of employment based on your hire date.

Months of Employment Per Fiscal Year	Number of Days
12 Months	12
11 Months	11
10 Months	10
9 Months	8

Sick leave can only be used for the employee's personal illness or personal medical appointments.

An employee who has a **scheduled** absence for more than 5 consecutive workdays due to a medical condition or procedure, etc. must provide documentation prior to the procedure from their physician indicating the length of time necessary for recuperation to the Human Resources Department.

An employee who has an **unscheduled** absence for more than 5 consecutive workdays due to a medical condition or procedure, etc. must provide documentation from their physician indicating the employee's fitness for duty and return to work date to the Human Resources Department.

Payment for requested sick day(s) in excess of 5 consecutive workdays will be held until the employee can provide documentation from their physician for the time in question.

If the reason for requesting sick leave is due to the employee's pregnancy, the employee will be allowed to use sick leave to the extent accumulated, for that portion of the leave the attending physician determines is medically necessary. Following the delivery, documentation shall be provided to the Human Resources Department by the attending physician indicating the date of delivery and the length of time medically necessary for recuperation. The employee may request additional unpaid time under the Family and Medical Leave Act (see Article IX, Section 1).

Unused sick leave will carry over into the next school year. Employees will not be entitled to payment for any unused sick leave upon separation from employment.

All sick leave and vacation **must** be taken before requesting time off without pay.

SECTION 2: FAMILY ILLNESS LEAVE *(Revised 2019)*

In case of illness of a member of the employee's immediate family, the employee may be eligible for up to three (3) days of paid leave per year (July 1 – June 30), under this section for the following purposes:

- To care for the employee's child after birth, or placement for adoption or foster care; or
- To care for the employee's spouse/partner, parents of both, son, daughter, sister, brother, step-parents, step-brother, step-sister, step-children or custodial grandchildren if they are ill.

This leave must be discussed with the supervisor as soon as the need for the leave becomes apparent to the employee. The supervisor may require legal or medical documentation.

Upon request, where the three (3) days of family illness are expended, the supervisor may recommend an extension of this leave to the superintendent. The superintendent will have authority to grant up to an additional three (3) days of paid family illness leave per year.

Leave under this section will not accrue and employees will not be entitled to payment for any unused leave upon separation from employment.

All family illness leave and vacation **must** be taken before requesting time off without pay.

SECTION 3: BEREAVEMENT LEAVE *(Revised 2017)*

Paid bereavement leave may be granted up to five (5) days per year (July 1 – June 30). Bereavement leave may be used only in the event of death in the immediate family. For purposes of this section only, the immediate family shall be defined to include spouse/partner, parents/step-parents and grandparents of both, children/step-children, son-in-law, daughter-in-law, grandchildren, brother/step-brother, sister/step-sister, brother-in-law, sister-in-law, aunts, uncles, nieces, or nephews. Up to one (1) of the five (5) bereavement days may be used in the event of the death of other relatives or close friends.

Upon request, where the five (5) days of bereavement leave are expended, the supervisor may recommend an extension of the bereavement leave to the superintendent. The superintendent will have authority to grant up to an additional five (5) days of paid bereavement leave per year.

Leave under this section will not accrue and employees will not be entitled to payment for any unused leave upon separation from employment.

All bereavement leave and vacation **must** be taken before requesting time off without pay.

SECTION 4: PAID HOLIDAYS *(Revised 2018)*

The list of paid holidays below indicates those days for which employees will be paid if it falls within their employment period and work schedule. Employees on leave without pay do not receive this benefit.

<u>Holidays</u>	<u>Months of Employment Per Fiscal Year</u>			
	<u>9 Month</u>	<u>10 Month</u>	<u>11 Month</u>	<u>12 Month</u>
Independence Day				X
Labor Day	X	X	X	X
Thanksgiving Day	X	X	X	X
Thanksgiving Friday	X	X	X	X
Good Friday	X	X	X	X
*Easter Monday	X	X	X	X
Veterans Day	X	X	X	X
Memorial Day	**	X	X	X
Christmas Eve Day		X	X	X
Christmas Day		X	X	X
New Years Day		X	X	X

* *Paid holiday only if it is not a School District-wide assigned workday.*

** *Paid holiday only if school is in session prior to and following the holiday.*

Head Start holidays will be based on the Head Start calendar.

If the holiday falls on Saturday, the preceding Friday shall be the holiday or if the holiday falls on Sunday, the Monday following shall be the holiday.

SECTION 5: VACATION *(Revised 2017)*

Eligible employees will receive paid vacation days per year (July 1 – June 30) based on the schedules below. No carry-over of vacation days from one fiscal year to another will be permitted. Use of vacation days will be subject to prior approval by the supervisor.

Vacation **must** be used before taking leave without pay on scheduled workdays.

TWELVE (12) MONTH EMPLOYEES

Twelve month employees working at least 20 hours/week will be eligible for vacation time based on their scheduled hours.

10 days - 1st year - 5th year	16 days - 11th year
11 days - 6th year	17 days - 12th year
12 days - 7th year	18 days - 13th year
13 days - 8th year	19 days - 14th year
14 days - 9th year	20 days - 15th year plus
15 days - 10th year	

ELEVEN (11) MONTH EMPLOYEES

8 days - 1st year - 5th year	11 days - 11th year
8.5 days - 6th year	11.5 days - 12th year
9 days - 7th year	12 days - 13th year
9.5 days - 8th year	12.5 days - 14th year
10 days - 9th year	13 days - 15th year plus
10.5 days - 10th year	

TEN (10) MONTH EMPLOYEES

Ten month employees working at least 35 hours/week will be eligible for vacation time based on their scheduled hours.

6 days - 1st year - 5th year	9 days - 11th year
6.5 days - 6th year	9.5 days - 12th year
7 days - 7th year	10 days - 13th year
7.5 days - 8th year	10.5 days - 14th year
8 days - 9th year	11 days - 15th year plus
8.5 days - 10th year	

NINE (9) MONTH EMPLOYEES

Nine month employees will receive vacation time based on their scheduled hours.

1 day per year

After the 30 day probationary period qualified employees will be awarded their annual vacation days (according to their FTE) which will be prorated to the date of hire. All awarded vacation days are available for the employee to use upon supervisor's approval.

Upon separation, employees will receive payment for unused earned vacation days. If the employee has used vacation and that number is greater than the number of earned vacation days at the time of separation, a deduction will be made. Vacation pay adjustments will be made in the employee's last paycheck from the School District. Upon separation, vacation payout does not extend the separation date past the last day actually worked.

Awarded – Awarded vacation is the total amount of hours an employee is eligible to use throughout the school year, after a 30 day probation period and supervisor approval.

Earned – Earned vacation is the amount of hours an employee has accrued each month throughout the school year. Each employee will earn a set amount of hours each month, the rate of hours earned will depend on the employee's FTE.

ARTICLE V – INTRODUCTORY TRAINING PERIOD

(Revised 2015)

All new employees will be in an introductory training period for the first six (6) months of employment. At the end of this period, the employee will be evaluated for either continued employment or termination of employment. During the introductory training period, employees may be terminated for any reason, with or without cause.

ARTICLE VI – PAYROLL INFORMATION

SECTION 1: THE WORKWEEK *(Revised 2017)*

- A. The workweek starts at 12:00 a.m. Monday and runs through 11:59 p.m. Sunday. Employees are required to use the on-line time tracking system.
- B. The established workweek will consist of no more than forty (40) hours. Any time worked in excess of forty (40) hours in one week must have prior written approval by the appropriate Administrator and forwarded to the Payroll Department.
- C. Working off the clock in order to complete work is not allowed and is in opposition to state and federal labor laws. If you believe more time is needed to complete your assigned tasks, you should request additional hours and/or staff from your immediate supervisor.
- D. Time and one-half will be paid for hours actually worked in excess of forty (40) hours in one workweek. Only actual hours worked will be used to determine overtime. Actual hours worked does not include any paid leave.
- E. If an employee is called back to work in an emergency, a minimum of two (2) hours, including active hours worked, at the rate of one and one-half times the employee's regular rate will be paid. Employees are required to use the on-line time tracking system. Call back must be included on the transmittal sheet and time and pay will be adjusted by the Payroll Department, as needed.
- F. Employees will be paid every two (2) weeks. Checks will be distributed on the Friday following the end of the pay period. Employees will be notified in advance of any variations from this schedule.

SECTION 2: THE WORKDAY *(Revised 2017)*

- A. Workday Shift – A shift will consist of no more than an eight (8) hour workday.

A fifteen (15) minute break will be provided for each four (4) hours of continuous employment during a shift. Breaks will not exceed the fifteen (15) minutes allotted.

In addition, employees working more than five (5) hours, in any given workday, whose assignment is confined to a single building, are required to use the on-line time tracking system for a minimum thirty (30) minute break. The time for this break will be determined by the supervisor. *ND Administrative Code Chapter 46-02-07-02(5)*.

- B. Actual starting and ending times will be determined by the supervisor. Employee must notify supervisor if they are going to be late or absent.
- C. Employees whose work is confined to a single building will not be allowed to leave the building during their shift unless they clock out using the on-line time tracking system and secure the building, if needed.

SECTION 3: TIME-TRACKING *(Revised 2017)*

- A. Any absences must be accounted for using the on-line time tracking system whether paid or unpaid. For instances when the on-line time tracking system is not applicable, complete the Time & Attendance Transmittal Form. All forms must be signed by the Principal/Director, or designee and sent to the Payroll Department prior to the paperwork deadline to be included in the current payroll. All paid benefit requests must be received by the Payroll department within 30 days of the absence in order to receive payment.
- B. Any employee that fails to or is unable to use the on-line time tracking system must complete a Pink Slip and submit to the Payroll Department. All slips must be signed by the Principal/Director, or designee, and received prior to the paperwork deadline to be included in the current payroll. All slips must be received by the Payroll department within 30 days of the missed punch in order to receive payment.

SECTION 4: UNSCHEDULED SCHOOL CLOSING / DELAY *(Revised 2019)*

- A. All employees that are normally scheduled to work on days that there is an unscheduled school closing will be paid their regular scheduled hours. If the school closing results in a make-up day being added, employees whose work schedule is based on days when school is in session will not be paid. When school days are required to be made up all employees are expected to work.

The following employees will be expected to report to work for a minimum of two (2) hours on unscheduled school closing days due to emergency maintenance, safety, or security considerations. These employees will receive the greater of their actual hours worked or their regular scheduled hours.

- A designated custodian for each school and MSEC
 - A designated CNP employee
 - Maintenance supervisor
 - Other essential personnel as determined by Cabinet Level Administrator
- B. In the event of a delayed opening:
 - All employees are to report to work as soon as possible - no later than 9:45 a.m. (except those designated as storm essential personnel, as they are to report at regular times).
 - Hourly employees will be paid for the time missed up to two (2) hours, not to exceed their scheduled hours for that day. Hourly employees must clock in by 9:45 a.m. in order to be eligible for pay for an unscheduled school delay.
 - C. The decision to close or delay school will be made as early as possible. Announcements will be made on the District webpage (www.gfschools.org), and District social media (www.facebook.com/GrandForksPublicSchools; www.twitter.com/GFSchools). Announcements will also be made on local radio and TV stations. In addition, the district's automated calling

system will call staff if school will be delayed or cancelled due to severe weather conditions. Typically, this automated call will occur to staff between 5:30 a.m. and 6:00 a.m.

- In the event of an unscheduled school closing, employees with pre-scheduled leaves (vacation, sick, etc), will remain on that leave as scheduled. When leave is taken prior to a storm day AND after a storm day, the storm day itself will also be considered leave time.

ARTICLE VII – VACANCIES - TRANSFERS - REASSIGNMENT - SEPARATION

SECTION 1: VACANCIES *(Revised 2017)*

Job openings for classified personnel will be advertised on the School District's online application system by going to the Employment page of the district website www.gfschools.org.

SECTION 2: TRANSFERS *(Revised 2017)*

Employees who seek a voluntary transfer will be required to apply for jobs through the School District's online application system by going to the Employment page of the district website. Requests for lateral movement of employees will not be honored during the school year unless it is in the best interest of the School District.

SECTION 3: REASSIGNMENT *(Revised 2007)*

Reassignment may be necessary because of changing needs and conditions of the School District. Reassignment could include job reassignment within a building or from one building to another. Decisions to reassign will be made by the assigned principal/director/supervisor in consultation with the Human Resource Director.

SECTION 4: SEPARATION *(Revised 2019)*

All classified employees of the School District are "at will" employees and, accordingly, may decide to terminate their employment or may be terminated at any time, with or without cause, upon notice which is reasonable under the circumstances.

The School District requires employees who voluntarily resign to submit a written notice of resignation to their immediate supervisor, no less than two (2) weeks (ten working days) before their expected last day of work in order to leave in good standing.

Upon separation, ID badges, swipe cards, fobs, keys, must be turned into your supervisor. Failure to return these items will result in up to a \$50 deduction from your last paycheck.

The School District recognizes that inappropriate or ineffective employee conduct may require disciplinary action. The School District may utilize any disciplinary method it deems appropriate for any employee, including oral warnings, written warnings, probation, suspension with or without pay, demotion, transfer, termination, or other actions deemed appropriate by the School District.

Upon separation, unused earned vacation payout will be applied to the employees final paycheck.

It is specifically noted that if an employee's job description reasonably requires that the employee operate School District motor vehicles, the employee at all times must: (1) possess a valid driver's license, and (2) maintain a driving record which does not render the employee uninsurable under the School District's motor vehicle liability policy. If an employee fails to meet these criteria, the School District may terminate the employee, demote or transfer the employee to a position which does not require operation of a School District vehicle, or take any other action deemed appropriate by the School District.

ARTICLE VIII – WORKER'S COMPENSATION BENEFITS

(Revised 2017)

The Grand Forks Public School District # 1 will follow these procedures:

When an employee has a workplace injury, an Incident Report must be completed within 24 hours of the injury and submitted to the Human Resources Department for processing.

All employees are protected by Workforce Safety & Insurance for reasonable and necessary medical care, prescriptions, and loss of income, upon acceptance of a claim, due to accidental injury in the performance of their official duties.

No employees shall receive the full worker's compensation benefit while receiving the full sick leave benefit from the Grand Forks Public School District # 1. However, as long as the employee has sick leave benefits remaining, he/she will receive full pay. After the expiration of sick leave benefits and prior to the implementation of the long-term disability benefit, the only compensation received will be that which comes from worker's compensation. An employee who is eligible for worker's compensation benefits may elect to:

- Receive pay for accumulated sick leave, and endorse the worker's compensation checks to the Grand Forks School District. Two thirds (2/3) of the used sick leave will be reinstated.
- Receive pay for accumulated sick leave, with a pay deduction made equal to the amount received from worker's compensation. Two thirds (2/3) of the used sick leave will be reinstated.
- Receive pay for vacation days with no effect on sick leave or worker's compensation.

ARTICLE IX – LEAVE OF ABSENCE

SECTION 1: FAMILY AND MEDICAL LEAVE ACT (FMLA) *(Revised 2015)*

The FMLA entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Eligible employees are entitled to:

- A. Twelve workweeks of leave in a 12-month period (July 1 – June 30) for:
- the birth of a child and to care for the newborn child within one year of birth;
 - the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
 - to care for the employee's spouse, child, or parent who has a serious health condition;
 - a serious health condition that makes the employee unable to perform the essential functions of his or her job;
 - any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;" **or**
- B. Twenty-six workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).

An employee, who has been employed with the School District for at least one year, and worked for 1,250 hours over the previous school year (July 1 – June 30), may be eligible for up to twelve (12) weeks of unpaid leave under the Family and Medical Leave Act for the following purposes:

- To care for the employee's child after birth, or placement for adoption or foster care.
- To care for the employee's spouse, son, daughter, or parent, who has a serious health condition.
- For a serious health condition that makes the employee unable to perform the employee's job.

The School District requires that you use all of your applicable paid time-off benefits, such as vacation, sick leave, and family illness leave as a substitute for unpaid leave. After all paid leave is used; the remainder of the twelve (12) week leave will be unpaid. Paid time-off benefits may not be used to extend the total length of the leave beyond twelve (12) weeks. If a husband and wife are both employed by the School District, they will be permitted to take only a combined total of twelve (12) weeks of leave during any twelve-month period if the leave is taken for birth of a child, to care for the employee's child after birth or after placement for adoption or foster care, or to care for a sick parent (but not a parent "in-law").

The employee is required to provide advance leave notice and medical certification, as stated in Section 6: Sick Leave. A request for leave may be denied if these requirements are not met. The employee must provide 30 days advance notice when the leave is "foreseeable." The School District also requires medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the School District's expense) and a fitness for duty report to return to work.

For the duration of this leave, the School District will maintain the employee's health coverage under any group health plan. The employee will be required to pay the employee portion of the health insurance premium. Upon return from this leave, employees will be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. The use of this leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

You are advised that the Family and Medical Leave Act makes it unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided under the Act, or to discharge or discriminate against any person for opposing any practice made unlawful by the Act or for involvement in any proceeding under or relating to the Act. You are also advised that the U.S. Department of Labor is authorized to investigate and resolve complaints of violations of the Act and that an eligible employee may bring a civil action against an employer for violations. The Act does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights. For additional information, you may contact the nearest office of the Wage and Hour Division, listed in most telephone directories under U.S. Government, Department of Labor.

Contact Human Resources Department for more information.

SECTION 2: SHORT-TERM LEAVE (STL) *(Revised 2015)*

STL is an option for employees who cannot attend to a personal circumstance outside their normal workday. Requests which may be granted under this section include, but are not limited to, necessity to conduct a business transaction which cannot be concluded after hours or on a weekend.

The requested leave of absence must not be covered by other leave policies, (eg. any medical appointment is considered sick leave, funeral for a friend is considered Bereavement Leave) and must be approved by the employee's principal/director. Absences will be covered by other employees without additional compensation being paid and without employment of a substitute. **If the purpose of the leave can be reasonably accomplished at another time, the request will be denied.**

STL cannot be used if the absence is more than 2 hours and will be calculated at the end of an employee's shift to ensure the overall daily absence does not exceed 2 hours. STL cannot be used in conjunction (back-to-back) with other leaves.

SECTION 3: MILITARY LEAVE *(Revised 2015)*

Employees who are members of the National Guard or the armed forces reserve when ordered by proper authority to active non-civilian employment shall be entitled to leave of absence. The first 20 days of such leave of absence shall be without loss of pay. If the leave of absence is necessitated by a full or partial mobilization of the National Guard or armed forces reserve, or emergency state active duty, the first 30 days of leave shall be without loss of pay. Copy of orders or Leave Earnings Statement (LES) must be provided to the Payroll Department. *(North Dakota Century Code: 37-01-25-Military)*

SECTION 4: JURY DUTY and SUBPOENAS *(Revised 2013)*

Employees subpoenaed as witnesses, in legal actions other than those in which the School District and a School District employee are opposing parties, and employees called for jury duty shall be responsible for the organization and coordination of their regular school responsibilities and shall receive regular wages during the time of their service according to their work schedule. Any witness fees or compensation for jury duty shall be in addition to their regular wages. Documentation from the Clerk of Court must be provided to the Payroll Department.

An employer may not discharge, lay off, penalize, threaten, or otherwise coerce an employee, because the employee receives and/or responds to a summons, serves as a juror, or attends court for jury service.

ARTICLE X – LICENSES

(Revised 2015)

The School District will pay for city and state licenses and any bonds required to perform the duties assigned by the School District. Master electrician, journeyman electrician, heating installer, master or journeyman plumber, and one (1) boiler operator license per school license fees will be paid by the School District.

It is specifically noted that if an employee's job description reasonably requires that the employee operate School District motor vehicles, the employee at all times must: (1) possess a valid driver's license, and (2) maintain a driving record which does not render the employee uninsurable under the School District's motor vehicle liability policy. If an employee fails to meet these criteria, the School District may terminate the employee, demote or transfer the employee to a position which does not require operation of a School District vehicle, or take any other action deemed appropriate by the School District.

ARTICLE XI – EVALUATION

(Revised 2015)

An annual written evaluation will be completed for all employees covered by this Manual, pursuant to the Classified Staff Growth and Evaluation Handbook. This evaluation should be completed each year according to the deadline indicated in the Evaluation Handbook. Copies of the evaluation will be provided to Human Resources Department, the employee and Supervisor/Building Administrator.

ARTICLE XII – GRIEVANCE PROCEDURE

(Revised 2015)

Employees are encouraged to discuss work-related problems or misunderstandings with their immediate supervisor at any time. However, if employees feel that a problem requires further consideration, they may elect to take the following actions.

- A. Employees should first attempt to resolve the problem through discussion with their immediate supervisor. If the problem is not resolved through discussion with the immediate supervisor, an employee may elect to present the concern to the principal or director.
- B. If the problem remains unresolved, an employee may elect to present the concern to the Human Resource Director.
- C. If the problem is not resolved, an employee may elect to forward the concern to the Superintendent. The decision of the Superintendent will be final.

ARTICLE XIII – JOB CLASSIFICATION REVIEW

(Revised 2015)

The School District will establish a job classification review committee. Details of the appeal and review process are contained in School Board Policy #4245.

ARTICLE XIV – SEXUAL HARASSMENT

(Revised 2015)

Sexual harassment is a form of sex discrimination and is prohibited by state and federal law. Sexual harassment is not condoned and will not be tolerated by the School District. Please see the district School Board policies at <https://www.gfschools.org/domain/11>. An employee who sexually harasses another employee or student is subject to discipline, including immediate dismissal.

Any employee who believes that he or she is the subject of sexual harassment must inform an appropriate supervisor or the Human Resource Director immediately. Supervisors are responsible for taking immediate action when they become aware of sexual harassment and failure to do so may subject them to disciplinary action. If a supervisor is unavailable, or if the employee prefers, the employee should inform an administrator of the School District.

ARTICLE XV – EMPLOYEE ID BADGES

(Revised 2017)

Upon hiring, all employees will receive an employee ID badge which includes their photo and employee ID number. Employee ID badge must be worn during scheduled work hours.

There is a charge of \$5 for all lost or stolen badges (cash or check only). Makes checks payable to: GFPS.

For a replacement badge (broken or information has changed), please bring the original badge to the Human Resources Department and it will be replaced at no cost.

Employee ID Badges also serve as a staff activity pass allowing you and a guest free admission to all GFPS regular season home athletic events (excluding tournaments).

Upon separation, ID badges must be turned into your supervisor.

APPENDIX A - RETIREMENT PROGRAM VENDORS

(Revised 2020)

The following companies are eligible for contributions through the Grand Forks Public School District Retirement Program:

TSA
ASpire
Ameriprise Financial
Equi-Vest
Franklin/Templeton
Horace Mann
Security Benefit
Thrivent Financial
VALIC
Vanguard

APPENDIX B – CLASSIFIED CATEGORY & POSITIONS

(Revised 2020)

CATEGORY 1

LABOR - RR HOUSE
PARA - BUS MONITOR (SIT BUS)
SUMMER SEASONAL

CATEGORY 2

PARA - LUNCHROOM
SUB - LUNCHROOM

CATEGORY 4

COOK
CUSTODIAN - SHIFT
SUB - COOK
SUB - CUSTODIAN

CATEGORY 5

PARA - 504
PARA - ASSISTIVE TECHNOLOGY
PARA - BUS MONITOR (DIETRICH)
PARA - CLASSROOM
PARA - COMMONS SUPERVISOR/SECURITY
PARA - EL
PARA - HEAD START
PARA - LIBRARY
PARA – SPECIAL EDUCATION INCLUSION
PARA - TITLE I
PRINTER
SUB - PARA
WAREHOUSE WORKER - CHILD NUTRITION

CATEGORY 6

COOK - MAIN KITCHEN
DRIVER - CHILD NUTRITION
RECEPTIONIST - MSEC
NATIVE AMERICAN FAMILY ENGAGEMENT
SPECIALIST
PARA - BUS DRIVER
PARA - COLLABORATIVE ASSESSMENT
PARA - EARLY CHILDHOOD
PARA - EL FAMILY SERVICE HEADSTART
PARA - RESOURCE EDUCATOR
PARA - SIGN LANGUAGE FACILITATOR

PARA - SPECIAL ED COLLABORATIVE
PARA - VRE/INTERVENTIONS
PARA - WORK EXPERIENCE
SUPPLY-TRUCKER

CATEGORY 7

CUSTODIAN - LEAD DAY - HIGH SCHOOL
DRIVER - LEAD - CHILD NUTRITION
PARA – ADULT LEARNING CENTER
PARA - DAY TREATMENT
PARA - INSTRUCTIONAL
PARA - SPECIAL ED PROGRAM
SUPPLY-CLERK
SUPPLY-MAIL CLERK

CATEGORY 8

COOK MANAGER - ELEMENTARY/MIDDLE SCHOOL
CUSTODIAN - HEAD - ELEMENTARY
MAINTENANCE - B&G
SCHOOL SECRETARY
SUB - SECRETARY

CATEGORY 9

ASSISTANT - ATHLETICS
ASSISTANT - B&G
ASSISTANT - CIT
ASSISTANT - CTE/BUS OFFICE
CIT - CATALOGER & TEXTBOOK/TITLE
COOK MANAGER - HIGH SCHOOL
MECHANICS/GROUNDS
OFFICE COORDINATOR - HIGH SCHOOL
OFFICE MANAGER - CHILD NUTRITION

CATEGORY 10

CERTIFIED OCCUPATIONAL THERAPY ASSISTANT
CUSTODIAN - HEAD - MIDDLE SCHOOL
CUSTODIAN - LEAD EVENING - HIGH SCHOOL
FAMILY SERVICE SPECIALIST - HEAD START
PRODUCTION SUPERVISOR - CHILD NUTRITION
SPEECH LANGUAGE PATHOLOGY ASSISTANT
WAREHOUSE MANAGER - CHILD NUTRITION

CATEGORY 11

ADMIN ASSISTANT - CIT
ADMIN ASSISTANT - HR
ADMIN ASSISTANT - HR/PAYROLL
ADMIN ASSISTANT - SPECIAL ED
CARPENTER
FINANCIAL SPECIALIST - HEAD START
MAINTENANCE - LEAD
MAINTENANCE - LOCKSMITH
PAINTER

CATEGORY 12

ACCOUNTS PAYABLE SUPERVISOR
EXECUTIVE ASSISTANT - ASST SUPT OFFICE
MANAGER/TRAINER - CHILD NUTRITION
NATIVE AMERICAN LIASON
PAYROLL SPECIALIST
* PRINT SHOP - MANAGER
TECHNOLOGY ASSISTANT

CATEGORY 13

CARPENTER - LEAD
ELECTRICIAN - JOURNEYMAN
PAYROLL SUPERVISOR

CATEGORY 14

SITE COORDINATOR - ENCORE
SUB - SITE COORDINATOR - ENCORE

CATEGORY 15

COMPUTER TECHNICIAN
ELECTRICIAN - MASTER
EXECUTIVE ASSISTANT - SUPERINTENDENT
FACILITY MANAGER - HIGH SCHOOL
HVAC TECHNICIAN
PLUMBER - MASTER
THEATER TECHNICIAN

CATEGORY 17

* PREVENTION COORDINATOR

CATEGORY 18

* ENCORE DIRECTOR
* MECHANIC/GROUNDS - SUPERVISOR
* SCHOOL NURSE
* STUDENT BEHAVIOR FACILITATOR

CATEGORY 19

* ACCOUNTANT
* GRANT WRITER
* LEAD NURSE

CATEGORY 21

* MAINTENANCE - SUPERVISOR
* SAFETY COORDINATOR

CATEGORY 23

* COMMUNICATIONS & COMMUNITY ENGAGEMENT
COORDINATOR
* MENTAL HEALTH THERAPIST

CATEGORY 24

* ACCOUNTING SUPERVISOR

POSITIONS BELOW WILL BE EVALUATED IN 2021-2022

PARA - AFTER SCHOOL (Range: \$10.39 - \$12.94)
* SPA DIRECTOR

*Classified Exempt position