

TOGETHER WE ARE EMPOWERING ALL  
STUDENTS TO PURSUE THEIR PASSION AND  
SUCCEED IN A CHANGING WORLD.



Valley City Public School  
Employee Handbook

2023-2024

460 Central Ave N  
Valley City, ND 58072  
701-845-0483  
[www.hiliners.org](http://www.hiliners.org)

HI-LINERS

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## ***Nondiscrimination Statement***

The Valley City School District #2 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, national origin, ancestry, disability, age, or other status protected by law. The District also provides equal access to the Boy Scouts and other designated youth groups, as required by federal law.

Any person having inquiries concerning the school district's compliance with the regulations implementing Title II, Title IX, the Americans with Disabilities Act (ADA), § 504 is directed to contact:

*Josh Johnson, Valley City Public Schools, 460 Central Avenue North, Valley City, ND 58072*

*Phone: 701-845-0483*

Who has been designated by the school district to coordinate the school district's efforts to comply with the regulations implementing Title II, Title IX, the ADA, § 504.

## ***Handbook Subject to Change***

*The Valley City Public Schools approved this handbook to clarify expectations and define rules to ensure the orderly and efficient operation of its school and protect the rights and safety of all employees. Valley City Public Schools will review and update this handbook on an annual basis according to the needs of the district. Employees will be notified of any changes to this handbook prior to the adoption of any changes to this handbook prior to the adoption of any changes and issuance of contracts and/or letters of assignment.*

*This handbook is a general source of information and may not include every possible situation that could arise. It is not intended and does not constitute a contract between the school district and employees. It is the employee's responsibility to refer to the district policies and/or administrative procedures for further information. Whenever the provisions of this handbook are in conflict with those of a board-adopted policy, an applicable collective bargaining agreement, or any other formal employment contract, the terms of the policy, collective bargaining agreement, and/or employment contract shall govern.*

## ***Purpose and Commitment Statements***

Our Purpose:

Together we are empowering all students to pursue their passion and succeed in a changing world.

Comment Statements:

- Building Hi-Liner pride and a positive school culture.
- Providing a safe, respectful, and accepting learning environment.
- Modeling responsibility, accountability, empathy, and resiliency.
- Promoting home, school, and community partnerships.
- Developing lifelong learners who can communicate, collaborate, and think creatively and critically.
- Graduating choice ready students who will have an opportunity in college, workforce, or the military.

August 22, 2023

All Employees of Valley City Public Schools,

On behalf of the school board and Valley City Public School District, it is my honor to welcome you to the 2023-2024 school year. The future successes of our students are in your hands and you have consistently made a difference through your knowledge, skills, and mindset. I believe that the employees of Valley City Public Schools are our greatest asset and resource for the overall success of our students.


Our employee handbook will serve as both a resource and guide for the employees of Valley City Public Schools. The policies and information in the handbook have been reviewed and approved by the Valley City Public School Board.

It is the responsibility of each Valley City Public School employee to read and review the employee handbook to ensure you understand the policies that will lead to a successful 2023-2024 school year for both you and our students. Because we know that many of you who receive this handbook will likely have stopped reading this letter after the first paragraph, the first five employees to contact me and simply say Go Hi-Liners will receive a gift card to Alley Bean's. After you have read and reviewed the employee handbook, any questions and/or concerns should be addressed with district administration, otherwise, you are asked to sign the Handbook Acknowledgement Form, located on the last page of the handbook, and return to the district office prior to Friday, September 1, 2023.

I hope you are all very excited for the upcoming school year. Thank you for your important role and responsibilities within our school district.

Welcome to the 2023-2024 school year!

Sincerely,

  
Joshua Johnson  
Superintendent

# 2023 - VALLEY CITY PUBLIC SCHOOLS - 2024

Approved 03/22/2023

Amended 06/19/2023



AUGUST 2023 7 Contact						
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
SEPTEMBER 2023 20 Contact						
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
OCTOBER 2023 21 Contact						
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
NOVEMBER 2023 19 Contact						
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
DECEMBER 2023 15 Contact						
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

CALENDAR KEY			
No School Prof. Dev	First & Last Day of School	No School Holidays	Early Dismissal Day
Parent-Teacher Conf.	No School Vacation Day	No School Teacher Comp Days	No School PLC Comp Day

2023-2024 CALENDAR			
Aug 1-11.....School Registration - Online Aug 10.....New Staff Orientation Aug 15.....Back to School Bash Aug 17.....New Student Orientation  <u>2023</u> Aug 21..... Back to School Night 5-6pm Aug 21-22..... Professional Development Days <b>Aug 23.....First Day of School</b> Sept 4..... Labor Day - No School Sept 20..... PD Day - Early Dismissal Oct 9..... Parent-Teacher Conf. 4-7pm - <b>All Schools</b> Oct 12..... Parent-Teacher Conf. 4-7pm - <b>All Schools</b> Oct 20..... Parent-Teacher Compensation Day - No School Nov 10..... Veteran's Day - No School Nov 23-24..... Thanksgiving Break - No School Dec 21..... Last Day Of School Before Christmas Break  <u>2024</u> Jan 3..... School Resumes After Holidays Jan 15..... MLK Jr/PD Day - No School Feb 5..... Parent-Teacher Conf. 4-7pm - <b>All Schools</b> Feb 8..... Parent-Teacher Conf. 4-7pm - <b>All Schools</b> Feb 16..... Parent-Teacher Compensation Day - No School Feb 19..... President's Day/PLC Day - No School Mar 15..... Spring Break - No School Mar 18..... Spring Break - No School Mar 29..... Easter Break - No School April 1..... Vacation Day - No School April 17..... PD Day - Early Dismissal April 26..... Vacation Day- No School <b>May 22.....Last Day of School</b> <b>May 26.....Graduation 2:30pm</b> May 27..... Memorial Day			

## MAKE-UP DATES

May 23, May 24

(Make-up days are in the order they would be)

## END OF QUARTER

End Of 1st Quarter.....Oct 19 (41 days)  
 End Of 2nd Quarter.....Dec 21 (41 days)  
 End Of 3rd Quarter.....Mar 14 (49 days)  
 End Of 4th Quarter.....May 22 (44 days)  
 Days Of Classroom Instruction.....175 days  
 Holidays.....3 days  
 Parent/Teacher Conf Comp.....2 days  
 Professional Development Days.....4 days  
 Total Contract Days.....184 days

JANUARY 2024 20 Contact						
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
FEBRUARY 2024 19 Contact						
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		
MARCH 2024 18 Contact						
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						
APRIL 2024 21 Contact						
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
MAY 2024 16 Contact						
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

## District Contacts

### Board of Education

Ryan Mathias ..... President  
Darin Anderson ..... Vice President  
Sherri Horsager ..... Member  
Phil Hatcher ..... Member  
Chris Graefing ..... Member

### Central Administration

Josh Johnson ..... Superintendent  
Kristi Brandt ..... JH/SH Principal  
Travis Peterson ..... Assistant Principal  
Chad Lueck ..... Washington Elementary Principal  
Becky Goven ..... Jefferson Elementary Principal  
Jackie Cordie ..... Business Manager  
Rob Hunt ..... Activities Director  
Bryan Kriewald ..... Technology Coordinator  
Jordyn Heck ..... Facilities Director  
Joleen Hagen ..... School Food Service Director  
Sean Hagen ..... School Resource Officer





# Valley City Public Schools

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460 Central Ave N  
Valley City, ND 58072  
Phone 701.845.0483  
[www.hiliners.org](http://www.hiliners.org)

## **School Board Meeting Dates/Times 2023-2024**

Wednesday, August 16 – 7:00 AM  
Wednesday, September 20 – 7:00 AM  
Wednesday, October 18 – 7:00 AM  
Wednesday, November 15 – 5:30 PM  
Wednesday, December 13 – 5:30 PM  
Wednesday, January 17 – 5:30 PM  
Wednesday, February 21 – 5:30 PM  
Wednesday, March 13 – 5:30 PM  
Wednesday, April 17 – 5:30 PM  
Wednesday, May 15 – 7:00 AM  
Tuesday, June 11 – School Board Election  
Monday, June 24 – 5:30 PM

**Annual Meeting:**  
Wednesday, July 17 – 5:30 PM

# ***Compensation and Benefits***

## **I. LICENSURE**

An employee required to hold a license, authorization or certification for his/her position is solely responsible for ensuring it is current. Failure to do so could, and likely will, result in termination because by law the district cannot pay an employee who does not have a current license, authorization or certificate.

The district does not pay for licensure renewal or reimburse staff for coursework required for professional licensure.

## **II. COMPENSATION**

Employees are compensated according to their experience and education. All employees are placed on their approved level of the district's salary schedule and paid the corresponding salary amount.

Normal pay days will be on the twenty-second (22<sup>nd</sup>) of each month, except when a pay day falls on or during a school holiday, vacation or weekend, at which time the pay day will be on the last working day preceding such holiday or vacation.

## **III. COMPENSATION FOR EXTRA DUTY**

The point system of the District shall apply to all extra-curricular activities. The base salary for the point system shall be set at 14% of the base salary on the BA-BS lane.

The same experience index used for the BA-BS lane on the regular salary schedule shall be applied to each activity advisor according to his/her number of years of experience in that activity in this school system.

Any proposed changes to the point system must be approved by the Extra-Curricular Salary Committee before being presented at negotiations. The make-up of the Extra-Curricular Salary Committee shall be the following: Superintendent, Activities Director, two School Board members, and four contracted coaches and/or advisors. The VCEA shall ask for volunteers from the teaching staff.

Compensation not covered by the point system will be at a rate of twenty-seven dollars and fifty cents (\$27.50) for work at football, basketball, wrestling and chaperoning at school parties and dances. Track meets will be at a minimum rate of twenty-seven dollars and fifty cents (\$27.50), or seven dollars and fifty cents (\$7.50) per hour, whichever is greater after each track meet. The head track coach will turn in the hours staff people have worked to the Athletic Director. The Principal, Superintendent or Athletic Director has the right to assign staff members to fill work schedules for athletic events for which no volunteers are available.

Weight Room and Fitness Advisor – Salary is \$15.00 per hour. Advisor is to turn in hours to the Activities Director on a monthly basis for payment.

## **Method of Payment**

All extra-duty pay, including coaching, shall have the following options:

- a. One payment to be paid at the end of the season on a separate payroll to be paid by the 30<sup>th</sup> of the month. Fall activities paid in November, winter activities paid in March and spring activities paid in May. See list of activities, Appendix C.
- b. Divided into number of months corresponding to the length of the activity season and paid during that season. See Appendix D.

# APPENDIX C ACTIVITY PAY SCHEDULE

Paid in November
Girls' Golf - HS Assistant and Head Coaches
Boys' Tennis - HS Assistant and Head Coaches
Football - Grades 7, 8, 9 and HS Assistant and Head Coaches
Volleyball - Grades 7, 8, 9, 10 and HS Assistant and Head Coaches
Cross Country - Assistant Junior High, HS Assistant and Head Coach
Student Congress - Assistant and Head Coach
Football Cheerleading Advisor
Drama - Senior High Assistant and Head Coach
Music/Drama - Senior High
Paid in March
Drama - Junior High Assistant and Head Coach
Dance Team Coach
Girls' Basketball - Grades 7, 8, 9, 10 and HS Assistant and Head Coaches
Boys' Basketball - Grades 7, 8, 9, 10 and HS Assistant and Head Coaches
Wrestling - Grades 7, 8 and HS Assistant and Head Coaches
Gymnastics - Assistant and Head Coaches
Intramural Volleyball Coach
Basketball and Wrestling Cheerleading Advisor
Robotics
Paid in May
Speech - Junior High Assistant and Head Coach
Science Olympiad - Head Coach
Girls' Tennis - Assistant and Head Coach
Track - Grades 7, 8 and HS Assistant and Head Coach
Boys' Golf - Assistant and Head Coach
Vocal Music
Extra Band
Letterwinners Club Advisor
Student Council - Junior and Senior High Advisor
Peer Facilitating Advisor
Honor Society Advisor
Yearbook Advisor
Bridges (School Newspaper) Advisor
Art Club Advisor
Intramural Coordinator
Audio Tech
Prom
Baseball
Softball

APPENDIX D  
ACTIVITY PAY CHART

FALL ACTIVITIES	AUG.	SEPT.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APR.	MAY	JUNE
Girls' Golf - HS Assist. & Head	X	X									
Boys' Tennis - HS Assist. & Head	X	X	X								
Football - Gr 7, 8, 9		X	X								
Football - HS Assist. & Head	X	X	X	X							
Volleyball - Gr 7, 8, 9	X	X	X	X							
Volleyball - Soph Assist. & Head		X	X	X							
Volleyball - HS Assist. & Head		X	X	X							
Cross Country - Jr. High & HS Assist.	X	X	X								
Cross Country - Head	X	X	X								
Student Congress - Assist. & Head		X	X	X							
Football Cheerleading Advisor		X	X	X							
Drama - Sr. High Assist & Head		X	X	X							
Music/Drama - Sr. High		X	X	X							
WINTER ACTIVITIES											
Drama - Jr. High Assist & Head							X	X			
Dance Team Coach				X	X	X	X				
Boys' Basketball - Gr 7 & 8						X	X				
Boys' Basketball - Gr 9					X	X	X				
Boys' Basketball - Soph, Assist. & Head					X	X	X	X			
Girls' Basketball - Gr 7 & 8				X	X						
Girls' Basketball - Gr 9					X	X	X				
Girls' Basketball - Soph, Assist. & Head					X	X	X	X			
Wrestling - Gr 7 & 8				X	X	X	X				
Wrestling - HS Assist. & Head				X	X	X	X				
Gymnastics - Assist. & Head				X	X	X	X				
Intramural Volleyball						X	X	X			
Basketball Cheerleading Advisor					X	X	X	X			
Wrestling Cheerleading Advisor					X	X	X	X			
Robotics					X	X	X	X			
SPRING ACTIVITIES											
Speech - Jr. High Assist. & Head						X	X	X	X		
Science Olympiad - Head						X	X	X	X	X	
Girls' Tennis - Assist. & Head								X	X	X	
Track - Gr 7, 8 & HS Assist. & Head								X	X	X	
Boys' Golf - Assist. & Head									X	X	
Intramural Coordinator								X	X	X	
Vocal Music		X	X	X	X	X	X	X	X	X	
Extra Band		X	X	X	X	X	X	X	X	X	
Letterwinners Club Advisor						X	X	X	X	X	
Student Council (Jr/Sr High) Advisor		X	X	X	X	X	X	X	X	X	
Peer Facilitating Advisor		X	X	X	X	X	X	X	X	X	
Honor Society Advisor		X	X	X	X	X	X	X	X	X	
Yearbook Advisor		X	X	X	X	X	X	X	X	X	
Bridges (School Newspaper) Advisor		X	X	X	X	X	X	X	X	X	
Art Club Advisor		X	X	X	X	X	X	X	X	X	
Audio Tech		X	X	X	X	X	X	X	X	X	
Prom							X	X	X	X	
Baseball							X	X	X	X	
Softball							X	X	X	X	

## **IV. GROUP INSURANCE BENEFIT**

### **Dental Health Insurance**

The Board will provide a single premium dental policy for all qualified employees. Orthodontia is not included as a covered service. Single-with-Dependent/Family coverage is available on the payroll deduction plan if the member qualifies. Employees will have the opportunity to flex the costs of the Single with Dependent/Family coverage.

The Health Insurance Committee (HIC) referenced in Article IX, Section 2 of the Negotiated Agreement will make recommendations to the School Board regarding the dental insurance plan of the School District. The School Board has the authority to make the final decisions regarding the dental insurance plan and can either accept, reject, or modify the HIC recommendations.

Once a subscriber has selected family participation, they may convert to single participation only upon a change in marital status or if the subscriber's spouse obtains other group dental coverage.

If a subscriber cancels dental coverage while still eligible, they may enroll again only after a minimum of 2 years has passed and then only on the group's anniversary rate renewal date.

Dental Coverage while employed can only be cancelled on the group's anniversary rate renewal date.

### **Medical Health Insurance**

The Board will provide a Single, Single-with-Dependent or Family policy for all qualified employees subject to the conditions below.

The health insurance committee (HIC) will consist of a total of nine members, and all nine will be voting members:

Four VCEA members (one each from Jefferson Elementary, Washington Elementary, Junior High, Senior High).

Two School Board members;

One non-certified Valley City Public School District employee;

One Building Principal; and

Superintendent

The Business Manager will serve in an advisory capacity and be responsible for furnishing and storing the data needed by the HIC and will issue monthly reports to all employees who are enrolled in the health plan with itemization of revenue, expenses, and a total balance in the health fund.

The purpose of the HIC is to evaluate the self-funded health insurance program, recommend medical premium rates to the School Board, recommend changes in deductibles and coinsurance amounts to the School Board, and review other plans which will enable the effective usage of health insurance by all employees. At least once in the fall semester and once in the spring semester, the HIC must meet to review the current dental and medical insurance plans and make any recommendations to the School Board on or before May 1. The School Board has the authority to make the final decisions

regarding the health plan and can either accept, reject, or modify the HIC recommendations.

The health fund should at a minimum have a balance sufficient to cover the incurred but not recorded (IBNR) amount that is provided by the insurance carrier's actuary. Starting October 1, 2018, if the fund drops below the 3-month required reserve, the additional funds needed to fund up to the reserve, as determined by the HIC, will be split 20% members of the health insurance and 80% School District. All interest accrued and principal remaining at the end of the fiscal year in the health fund will remain in the health fund.

a. The School District will provide at least 80% of the cost of premiums for those who participate in the District's health insurance plan.

b. The current plan is Blue Cross Blue Shield North Dakota Classic Blue 1000. The plan is self-funded and non-grandfathered.

The Board shall make payment of insurance premiums for each employee to provide insurance coverage commencing September 1. When a contract is terminated, the School District will continue with insurance benefits through August 31 if the employee has completed his/her contract/agreement. When a contract/agreement is terminated, the employee may continue health insurance coverage according to Sec. 26. 1-36-23 NDCC.

## **V. WORKFORCE SAFETY INSURANCE**

Accidents/Injuries that occur on the job need to be reported to the Business Manager ASAP after the injury occurs.

All employees are protected by Workforce Safety against loss of income due to accidental injury in the performance on of their job. Any employee who is injured in the line of duty shall receive such compensation and expenses, as are prescribed by the Workforce Safety Law of the State of North Dakota. Injuries should be reported within 24 hours of the incurred injury.

### **Background Checks**

All district employees and school volunteers are subject to a comprehensive background check upon initial employment unless one has been done in the previous 6 months.

## **VI. PERSONNEL RECORDS (DI)**

The Superintendent shall keep a personnel folder for each employee, licensed and classified. The folder shall contain such information as is required by law and shall include performance evaluations, the Business Manager's record of the license held for all licensed personnel, and a record of access including the date of review and identity of persons reviewing the file if they choose to identify themselves.

Location

Personnel records shall be maintained in the following areas:

1. The Business Manager shall maintain records:
  - a. Required for payroll purposes, for record keeping under the Fair Labor Standards Act, and other laws pertaining to payroll recordkeeping.
  - b. Containing all personal information as defined by law, including but not limited to records of medical treatment and use of employee assistance programs.

2. The Superintendent shall seal and mark confidential all state and federal criminal history records and, if applicable, credit history records and motor vehicle records. These records shall be stored in a secured area.
3. Records relating to alcohol and controlled substance use/testing shall be maintained in accordance with federal regulations. Statistical records and reports shall be maintained and made available to the Federal Highway Administration for inspection or audit in accordance with federal regulations.
4. The superintendent's office shall maintain all personnel records.
5. The Board President shall maintain the Superintendent's personnel record.

Only employees who have a need to know in order to perform their duties will have access to information listed in section one, two, and three above.

### **Record Review**

The Board shall establish and approve a procedure for handling requests to review personnel records. The Superintendent may seek legal advice on matters pertaining to review requests but access to open public records will not be unreasonably delayed.

### **Removal of Material**

Removal of material from a teacher's personnel file will be handled in accordance with state law.

## **VII. PERSONNEL RECORDS REVIEW PROCEDURE (DI-BR)**

Personnel records subject to open records laws shall be available during school hours for review by members of the public under the following procedures:

1. The request to view an employee's record may be made in writing, in person, or by phone. Written requests shall become a part of the file.
2. The file may be viewed in the administrative office or a copy may be mailed to the person requesting to view the file if that person so chooses. A school district employee other than the employee whose file is being reviewed shall be present during the review of the file to maintain the security of the file's contents.
3. Copies of any documents in the file will be made upon request and at reasonable charge in accordance with law to the person requesting them. The charge may include the cost of materials, use of equipment, labor for making the copies, and time spent in locating the file. The cost of mailing may also be included in the charge if the copy is to be mailed. This charge shall be applied uniformly and without discrimination.
4. The employee may be notified that the file will be reviewed or has been reviewed.

Review of the superintendent's folder shall follow the same procedures. The Board President may serve as the school employee who is present during the viewing of the file.

This policy applies to teachers only to the extent not covered by the negotiated agreement.

### **Qualifications, Recruitment and Selections**

Job applications for all positions will be considered on the basis of the following: training, experience, and skill; nature of the occupation; demonstrated competence; and passion of, or ability to obtain, state license if required for the position.



All job openings shall be posted to the school website.

## **Job Transfers**

### **Notice of Position Openings**

All staff shall receive notifications of position openings, so staff has the opportunity to request a transfer.

### **Voluntary**

Teachers desiring a change in grade or subject assignments, or who desire to transfer to another building, may apply for such change through the Superintendent. The Elementary building Principals or the Junior and Senior High Principals, along with the Superintendent, will decide if the transfer is in the best interests of the School District. Seniority will be strongly considered, with the final decision made by the building Principals and the Superintendent.

### **Involuntary**

In the event that an involuntary transfer must be made, notice of such transfer or reassignment shall be given to the teacher as soon as practical. Except in the cases of emergency, an involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the appropriate supervisor, at which time the teacher shall be notified of the reason for such transfer or reassignment. In the event that the teacher objects to such a transfer or reassignment, he/she shall be afforded the right to meet with the Superintendent; at which time he/she may at his/her option have an Association representative present. A teacher who has been involuntarily transferred or reassigned shall have preference over those seeking voluntary transfer or reassignment in regard to choose among those positions, which are vacant.

## ***District Procedures and Guidelines***

### **I. EXTRA-CURRICULAR SCHEDULING REGULATION (ABAB-AR)**

The Activities Director keeps a master calendar and facilities schedule. The Principal and Activities Director need to be consulted well in advance in order to schedule an activity or event.

Valley City Public Schools will reserve Wednesday evening for church activities as follows:

1. Grades K-6 conduct no school activities on Wednesday after 5:15pm
2. Grades 7-12 shall conduct no school activities on Wednesday after 6:00pm.
3. Grades 7-12 students involved in religious activities are to be excused from activity practice without penalty.

No school activity of any nature is to be scheduled on Wednesday evening after 6:00pm during the Lenten season and that no school social function be held at any hour during Holy Week.

## **II. SCHOOL BOARD COMMITTEES (BBBB)**

The purpose of committees will be to provide recommendations to the Board, unless a committee is expressly delegated prior authority by the Board to act upon an issue, and this authority is delegated using the procedure below.

### **Standing & Special Committees**

The following shall be standing committees of the Valley City School Board:

1. Negotiations.
2. Facilities and Grounds.
3. Activity.
4. School Improvement and Accreditation.
5. Support Staff.
6. Health Insurance.
7. Education Foundation.
8. Policy.
9. Coordinated School Health Council.
10. Finance.
11. Transportation.
12. Executive.
13. School Safety and Security.
14. Unified Champion Schools.
15. After School Program.

The Board may create additional standing and special committees through a majority vote without notice so long as the committee serves only an informational purpose. Committees that serve additional functions shall be formed only upon a 2/3rds majority vote of the Board with notice.

## **III. COPYRIGHTED MATERIAL AND INTELLECTUAL PROPERTY (ABCA)**

### **Copyright Prohibitions**

The District shall abide by the provisions of copyright law, including Fair Use Standards. The District prohibits illegal duplication in any form. Copyright materials, whether they are print or non-print; published online; or in the form of software, music, a digital medium, or a performance shall not be duplicated or performed unless such use is permitted under law or unless appropriate written permission from the copyright holder has been received and, if applicable, royalties paid.

### **Compliance**

Each library should maintain copies of federal Fair Use guidelines and federal Fair Use Standards for off-air taping of copyrighted audio and audiovisual works. Legal counsel shall review any proposed usage beyond the guidelines.

The directors of the library and resource centers will issue memorandums regarding this policy and federal Fair Use Guidelines to employees as needed, post notices of copyright law and this policy in appropriate locations, install filtering software on district networks to prevent illegal downloading and file sharing, and notify students of this policy through the use of student handbooks.

### **Intellectual Property**

Any copyrightable work produced by a district employee within the scope of his/her duties is considered “work made for hire.” The District owns all copyrightable rights to these items. Employees have no right to use such work outside the scope of their district duties without the board’s permission. “Work made for hire” must remain with the District upon separation.

The Board authorizes the Superintendent to sell “work made for hire” products to other school systems, organizations, or commercial firms.

### **Violations**

Administration shall investigate all complaints of alleged copyright violations.

Students and employees who willfully disregard the district’s copyright position are in violation of board policy and shall be subject to disciplinary consequences in accordance with applicable policies and law. In addition, employees who willfully disregard this policy do so at their own risk and assume all liability. The District may also deem employees who willfully violate copyright laws to be acting outside the scope of employment.

## **IV. COMPLAINTS ABOUT PERSONNEL (KACB)**

In order to provide an effective procedure for responding to complaints about school district personnel in a manner that is in the best interests of promoting better educational opportunities for children, the following policy is adopted.

### **Filing Procedure**

The following procedure is intended to minimize the risk of a possible action for libel or slander, to retain the impartiality of the Board, and to maximize compliance with North Dakota law.

Complaints should be resolved at the lowest possible level of authority. If the complaint cannot be satisfactorily resolved at that level, the complaint shall be directed to the principal or other supervisor directly responsible for supervision of that employee. The supervisor shall:

1. Investigate the complaint.
2. Promptly notify the employee if the complaint is to be placed in the employee's personnel file. The decision to place information into any personnel file will be made by the administration based on the results of an inquiry or investigation.
3. Schedule a meeting of the employee, the complainant, and the supervisor if deemed appropriate.
4. Provide a response to the complainant within 60 days of receipt of the complaint. Upon conclusion of the investigation, the complainant will be informed as to the outcome of the investigation and the disposition of the complaint. If either party is not satisfied

with the handling of the complaint, the matter can be appealed to the Superintendent for final resolution.

Board members shall refer individuals' complaints about school district personnel to the Superintendent or designee, whereupon established procedures will be followed.

Complaints about the Superintendent and Business Manager shall be directed to the Board President, who shall follow the same procedure and shall have authority to take disciplinary action except when dismissal is contemplated. Dismissal recommendations for the Superintendent and Business Manager must be referred to the Board for a determination made in accordance with applicable law.

If disciplinary action is deemed warranted at the completion of the investigation, the District shall take appropriate action up to and including termination of employment in accordance with law and/or reporting such activity to appropriate state licensing and/or law enforcement officials.

### **Deadlines**

To be considered for investigation, any such complaint must have been filed within 180 days of the alleged occurrence, except as provided by other district policy. District has a separate investigation procedure for complaints of harassment and/or discrimination.

### **Retaliation and Providing False Information Prohibited**

The District prohibits retaliation because of an individual's participation in an investigation and/or initiation of a report under this policy, including instances when an allegation is not substantiated. The District also prohibits knowingly filing a false report and/or knowingly making false statements during an investigation. Staff and students who violate these prohibitions are subject to appropriate disciplinary action.

## **V. PROFESSIONAL DEVELOPMENT PLAN (DGGA)**

The Board requires all licensed and ancillary personnel to participate in professional development contained in law and required by the district.

The Superintendent shall develop a professional development plan. Professional development activities may include in-service workshops, a professional library, short-term professional leave, and assistance from consultants. All professional development activities shall be within district budgetary parameters.

The professional development plan shall be evaluated based on specific plan evaluation criteria developed by the board.

### **Professional Learning Communities (PLC)**

Professional Learning Communities will meet 15 times a year for one hour. Thirty minutes of this will be during contracted time. (As a result, staff will not have to attend a fourth day of professional development)

Every PLC will select a Chairperson for each school year.

PLC Chairpersons will be paid a stipend of \$400.00 a year.

Duties and Responsibilities of the PLC Chairperson:

1. Set agendas for PLC meetings.
2. Keep minutes from PLC meetings and send to Administration.

3. Assure that PLC agenda topics focus on student learning.
4. Twice each school year (September and February) the PLC Chairpersons in each building, along with the Building Principal/s, will meet to review the work of the PLC. Discussion will center on the progress each PLC is making, what the needs might be for each PLC, and any other topics of interest the group may feel needs to be discussed. Compensation for these meetings will be \$25.00 per meeting and will be held outside of contracted time.

### **PLC Steering Committee**

Membership on the PLC Steering Committee will be the Chairperson for each Professional Learning Community, one School Board member, and all School Administrators.

The PLC Steering Committee will meet two times during the school year (November and April). Compensation for these meetings will be \$25.00 per meeting and will be held outside of contracted time.

#### **Duties and Responsibilities of the PLC Steering Committee**

1. The PLC Steering Committee is responsible for the communication of and the recommendations of professional development needs for both the building and district levels in the areas of curriculum instruction and assessment.
2. The PLC Steering Committee will assist in assuring that the standards are being taught in all content areas.
3. Share effective practices that are taking place in PLC's across the district.
4. Share how data is being used to guide teaching and learning across the district.
5. Provide administration with feedback on the PLC process.
6. Review with staff at respective buildings the discussion from PLC Steering Committee Meetings.

## **VI. ACCEPTABLE USE (ACDA)**

The Valley City Public Schools believes network access plays an important role in the education of students; however, the network also contains content that is not appropriate for students and staff. The District has taken precautions, in accordance with federal law, to restrict students and staff access to obscene, pornographic, and/or harmful information through the use of software designed to block sites containing inappropriate material. While the District has taken preventive measure, it recognizes that it is not possible to fully guarantee that students and/or staff will never access objectionable materials.

## **VII. PURCHASING (HCAA-AR)**

### **Requisitions/Purchase Order**

All requisitions are sent to administration for approval and then are sent to the business office to have a purchase order issued.

### **Ordering Goods and Services**

No employee of the school system shall obligate the school district for the cost of goods and services unless duly authorized.

No purchase shall be made without properly signed purchase orders or credit card authorization.

No orders for “on approval merchandise” will be made by any employee without receiving proper authorization and a purchase order.

Unauthorized purchases may become the financial responsibility of the purchaser.

**Following these procedures will provide a clear audit trail consisting of:**

1. Approved Requisition
2. Purchase Order
3. Invoice
4. Check for Payment

## **VIII. GIFTS/GIFT CARDS (HCAA-AR2)**

Public funds cannot be used to provide gifts or gift cards, with three exceptions\* (below).

### **A. Unacceptable Expenditure of District Dollars for Gift Cards**

District funds, activity funds, and/or grant funds may not be used for gifts or gift cards:

1. As student recognition/awards;
2. Student incentive to assist with extracurricular events (e.g., scorekeeper for basketball game);
3. Appreciation gifts of any kind, including but not limited to baby showers, retirement severance, benevolence, door prizes, incentives, or in exchange for services, etc.;
4. Gifts to employees or volunteers or other individuals for any reason; and
5. Grant funds cannot be used to purchase gift cards\*, except as noted below.

### **B. Responsible Party to Ensure This Policy is Followed**

Superintendent, building principals, supervisors, coaches, directors, etc., are charged with monitoring expenditures to ensure compliance.

### **C. Exception for Grant Dollars Used to Fund Gift Cards**

When grant guidelines specifically state that gift cards are an acceptable expenditure of grant dollars, gift cards may be purchased from those specific grant funds using the following documentation process: an itemized invoice showing the gift card number(s), date(s) of purchase, amount(s) and reason(S) for the expenditure on the gift card, name and signature of individual making the purchase, signature of recipient(s) along with dates receipt, and supervisor's name and signature verifying that the expenditure is allowable through grant dollars.

### **D. Exception for Employee Recognition Program**

VCPS recognizes the importance of maintaining morale by recognizing employee length of service or retirement. Service awards shall be made to employees, as per Administrative Rule GDA-R, and in compliance with IRS criteria.

## **E. Taxable Consequences**

IRS guidelines state if an employer gives an employee a gift certificate or similar item that can easily be exchanged for cash, the value of the gift is additional taxable income, regardless of the amount.

## ***Employees Standards of Conduct***

### **A. Use of School Property**

When using school property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines. Employees must refrain from overloading electrical systems by using multiple extension cords/power strips simultaneously (e.g., “daisy chaining” extension cords/power strips by plugging one into another), using extension cords to operate appliances or lights, using non-UL approved (i.e., round, three pronged) extension cords or using extension cords other than on a temporary basis. Employees must never use candles or other open flames in district facilities. Doors (i.e., fire stops) must never be held open with jams, wedges or other blocking devices. Items must never be stored in the way of electrical panels or fire exits. Flammable liquids, aerosols and solvent must be stored only in approved areas.

Please notify the principal or facilities department if any equipment, machines, or tools appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others.

Abuse or misuse of school district or non-district owned property is to be reported immediately to the building principal. Failure to do so will limit district responsibility and/or increase employee responsibility. It is expected all employees will use care and caution when using district and non-district property.

Employees should not be in district facilities between 12:00 am and 5:00 am without prior permission. They must be careful to turn off lights and lock doors when they exit district facilities.

Abuse or misuse or unauthorized use of district property, private property, materials and/or equipment is subject to disciplinary action.

### **B. Break for Meal Periods**

Leaving the place of duty during a work shift without permission of the building principal, except during lunch break periods, is cause for discipline, up to and including termination. Employees are expected to return to work immediately upon completion of a paid or sanctioned unpaid break.

### **C. Employee Outside Employment**

The board believes that the primary responsibility of employees is to the duties of their position within the school district as outlined in their job description. The board expects that district employees will give the responsibilities of their positions in the school district priority over any other employment. Employees with external employment must keep the two positions separate and the external job cannot impact the school district job. Should a supervisor believe the external position is impacting the internal one; the supervisor will address it with the employee.

The district may request the employee to cease the outside employment as a condition of continued employment with the district.

### **I. STAFF RESPONSIBLE USE (DEAD)**

The expectation for staff uses of District owned electronic devices used anywhere and personal owned electronic devices used on District property are in Policy ACDA, Acceptable Use. In addition to ACDA, Acceptable Use, the following apply:

#### **A. General Prohibitions**

Use of an electronic device in an area where others have a reasonable expectation of privacy such as a lavatory or locker room is strictly prohibited.

Inappropriate use of any electronic devices by staff is subject to disciplinary action up to and including, but not limited to, revocation of the privileges granted in Policy ACDA, dismissal, and referral to law enforcement officials, as appropriate in accordance with law. Inappropriate use shall be determined by school administration and includes, but is not limited to, violations of the prohibitions established by this policy and by Acceptable Use Policy ACDA.

The District should contact legal counsel prior to searching an employee's personal electronic device.

#### **B. Use of Electronic Devices While Driving**

All employees are prohibited from conducting district business through the use of electronic devices while driving. Vehicle drivers are prohibited from operating a bus/vehicle while using an electronic device. These prohibitions do not apply to the use of cellular phones in the following instances:

1. During an emergency situation;
2. To call for assistance related to a mechanical problem or breakdown.

In such instances, the driver shall only use a cellular phone if the bus/vehicle is parked unless the nature of the emergency situation prohibits this.

The prohibitions under this section do not apply to use of a fleet management system or dispatching device.

#### **C. Emergency Use**

Staff members are encouraged to use any available communication device in the event of an emergency that threatens the safety of students, staff, or other individuals.



## ***Health and Well-Being***

### **F. BULLYING POLICY (ACEA)**

The Valley City Public School is committed to providing all students with a safe and civil school environment in which all members are treated with dignity and respect. Bullying of or by a student or school staff member is against federal, state and local policy and is not tolerated by the Board. Bullying behavior can seriously disrupt the ability of the District to maintain a safe and civil environment, and the ability of students to learn and succeed. Therefore, it is the policy of the state and the school district that students and school staff members shall not engage in bullying behavior while on school property. (see remainder of Policy #ACEA at [hiliners.org](http://hiliners.org))

### **II. NONDISCRIMINATION AND ANTI-HARASSMENT POLICY (AAC)**

The Valley City School District #2 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, national origin, ancestry, disability, age, or other status protected by law. The District also provides equal access to the Boy Scouts and other designated youth groups, as required by federal law.

It is a violation of this policy for any district student, parent, guardian, employee, or third party to discriminate 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 a 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 regulations AAC-BR1 or AAC-BR2.
- *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* is defined in applicable state NDCC 14-02.4-02 (6) 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:

- For employees: When enduring the offensive conduct becomes a condition of continued employment, or the conduct is severe, persistent, and/or pervasive enough to create a work environment that a reasonable individual would consider intimidating, hostile, or abusive.
  - For students: When the conduct is sufficiently severe, persistent, and/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.
- *North Dakota Human Rights Act* (NDCC Ch. 14-02.4) provides protection from discrimination in the workplace on the basis of race, color, religion, sex, national origin, age, the presence of any mental or physical disability, status with regarding to marriage or public assistance, or participation in lawful activity off the employer's premises during the nonworking hours which is not in direct conflict with the essential business-related interests of the employer.
  - *Section 504 (Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C § 794)* is a federal law designed to protect the rights of individuals with disabilities in programs and activities that receive federal financial assistance from the U.S. Department of Education.
  - *Sexual harassment* is a form of harassment based on sex. It is defined under Title IX as unwelcome sexual advances, requests for sexual favors, and/or other verbal, written, or physical conduct or communication of a sexual nature, that:
    - Constitutes *quid pro quo* harassment, meaning submission to such conduct or communication is made a term or condition, either explicitly or implicitly, of the basis for employment decisions or educational decisions or benefits for students (e.g., receiving a grade);
    - Is so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity; or
    - Constitutes sexual assault, dating violence, domestic violence, or stalking as those offenses are defined in the Clery Act, 20 U.S.C. § 1092(f) and the Violence Against Women Act, 34 U.S.C. § 12291(a).
  - *Sexual harassment* examples may include, but are not limited to, the following:
    - Sexual or "dirty" jokes;
    - Sexual advances;
    - Pressure for sexual favors;
    - Unwelcome touching, such as patting, pinching, or constant brushing against another's body;
    - Displaying or distributing of sexually explicit drawings, pictures, and written materials;
    - Graffiti of a sexual nature;

- g. Sexual gestures;
  - h. Touching oneself sexually or talking about one's sexual activity in front of others;
  - i. Spreading rumors about or rating other's sexual activity or performance;
  - j. Remarks about an individual's sexual orientation; and
  - k. Sexual violence, including rape, sexual battery, sexual abuse, and sexual coercion.
- *Title II of the Americans with Disabilities Act* extends the prohibition on discrimination established by Section 504 to all services, programs, and activities of State and local government entities.
  - *Title VI* is a federal law that provides protection from discrimination based on race, color, or national origin in employment and employment practices in programs or activities receiving federal financial assistance.
  - *Title VII* is a federal law that provides protection from discrimination on the basis of race, color, religion, sex or national origin. Title VII applies to all public school districts with 15 or more employees.
  - *Title IX* is a federal law that provides protection from discrimination, based on sex, in education programs or activities that receive federal financial assistance.

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

### **Complaint Filing Procedure**

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

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

### **Confidentiality**

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

### **Complaint Recipients**

If any district employee receives a discrimination or harassment complaint, the employee shall promptly forward it to the appropriate grievance coordinator. All district employees must receive training on their reporting duties.

### **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 Coordinators**

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

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

The Board designates Joshua Johnson, Superintendent, as the Title IX Coordinator. They may be contacted at Valley City Public School, 460 Central Ave N, Valley City ND 58072, 701-845-0483 or [josh.johnson@k12.nd.us](mailto:josh.johnson@k12.nd.us). Districts must notify applicants for admission and employment, students, parents or legal guardians, employees and unions of the name and specified contact information for the designated Title IX Coordinator(s). The notification must also state that inquiries about the application of Title IX and its regulations may be directed to the district's Title IX Coordinator or the Assistant Secretary of Education, or both. Districts must prominently display the Title IX Coordinator(s) contact information on their website, if any, and in each handbook, it makes available to applicants, students, parents or legal guardians, employees and unions. Any person may report sex discrimination, including sexual harassment, at any time (including during non-business hours).

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 Section 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 Joshua Johnson, Superintendent, as the 504/Title II Coordinator. They may be contacted at Valley City Public School, 460 Central Ave N, Valley City, ND 58072, 701-845-0483 or [josh.johnson@k12.nd.us](mailto:josh.johnson@k12.nd.us)

The Nondiscrimination Coordinator's core responsibilities include overseeing the district's response to discrimination and harassment reports and complaints that do not include sex or disability under applicable federal laws, but instead the other protected statuses of sex or disability based discrimination under state law. The Board designates Joshua Johnson, Superintendent, as the Nondiscrimination Coordinator. They may be contacted at Valley City Public School, 460 Central Ave N, Valley City, ND 58072, 701-845-0483 or [josh.johnson@k12.nd.us](mailto:josh.johnson@k12.nd.us)

### **Training**

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

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

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

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Complementing NDSBA Templates (may contain items not adopted by the Board)

- AAC-BR1, Discrimination and Harassment Grievance Procedure
- AAC-BR2, Title IX Sexual Harassment Grievance Procedure
- AAC-E1, Filing a State or Federal Discrimination and/or Harassment Complaint
- AAC-E2, Discrimination and/or Harassment Complaint Confidentiality Assessment
- AAC-E3, Discrimination and/or Harassment Training Requirements for Students and Employees
- AAC-E4, Reasonable Accommodation Request Physician Form

### **III. SCHOOL MEDICATION PROGRAM (ACBD)**

The Valley City Public School District has established a program for providing medication to students during the school day and when students are otherwise under the district's direct supervision (e.g., participating in a school activity, on a school-sponsored trip). This program is only available to students when the applicable requirements under this policy have been satisfied. (see remainder of Policy #ACBD at [hiliners.org](http://hiliners.org))

### **IV. NALOXONE (NARCAN) ADMINISTRATION (ACBE)**

As a means of enhancing the health and safety of its students, staff and visitors, the district may obtain, maintain, and administer doses of an opioid antagonist, specifically Naloxone, for emergency use to assist a student, staff member, or visitor believed or suspected to be experiencing an opioid overdose while on school property. The District shall store Naloxone at all schools. (see remainder of Policy #ACBE at [hiliners.org](http://hiliners.org))

### **V. CONCUSSION MANAGEMENT (FCAF)**

The District shall comply with the concussion management program requirements contained in law (NDCC 15.1-18.2). For the purposes of compliance, the District has placed concussion signs and symptoms; removal from practice, training, and/or game requirements; return to play requirements, and staff, student, and parental training requirements in administrative regulations (FCAF-AR). These regulations shall be published in staff and student handbooks.

For the purpose of implementing the concussion management program law, the Board has also established the following definitions and requirements.

#### **A. Definitions**

Law requires that all school-sponsored and sanctioned athletic training, practices, and games be governed by a concussion management program. For purposes of determining what constitutes athletic sponsorship and sanctioning, the District has developed the following definitions:

- *School-sanctioned athletic activity* is a sport that:

1. Is not part of the district's curricular or extracurricular program;
  2. Is established by a sponsor to serve in the absence of a district program;
  3. Receives district support in multiple ways (i.e., not school facility uses alone);
  4. Requires participating students to regularly practice or train and compete.
  5. The District has officially recognized through board action as a school- sanctioned activity.
- The Board shall make all sanctioning decisions on a case-by-case basis based on the criteria in this paragraph. As a condition of receiving school sanctioning, sponsors of the athletic activity shall agree to comply with this policy and the concussion management law. This includes agreeing to provide appropriate training as required by law and providing appropriate information to parents and students as required by law. The sponsor shall provide to the District documentation certifying that this training has occurred and students/parents have viewed required informational material on concussions prior to beginning the activity.
  - *School-sponsored athletic activity* is a sport that the District has approved through policy or other board action for inclusion in the district's extracurricular program, is controlled and funded primarily by the District, and requires participating students to regularly practice or train and compete.

## **B. Removal Decisions**

Under the concussion management law, the District is authorized to designate removal- from-play authority to individuals who have direct responsibility for student athletes during practice, training, and/or games if a student reports or exhibits a sign or symptom of a concussion. The Activities Director shall make this determination, and the Activities Director shall ensure that such designees are aware of this responsibility and have undergone appropriate training in accordance with law before commencing duties.

Law also authorizes licensed, registered, or certified healthcare providers whose scope of practice includes recognition of concussion signs and symptoms to make removal decisions. This measure in no way guarantees that a healthcare provider trained and credentialed in accordance with law shall be present at athletic training, practices, and/or events nor shall the voluntary creation of this safety precaution be construed to created or assume any potential liability under local, state, or federal law or regulation.

While law allows coaches and officials to make removal from play decisions when concussion signs or symptoms are reported or observed, the District prohibits any coach or official under the age of 18 or who is currently a high school student from making such removal decisions. High school students and minors who serve as coaches or officials are required to report any known sign, symptom, or report of a student's concussion as soon as possible to an adult who has removal-from-play authority for action. This restriction shall be a condition of allowing a minor/high school student to coach or officiate at district training, practices, and games.

If two or more parties with removal-from-play authority disagree on whether or not a student (who reports or exhibits signs or symptoms of a concussion) should be required to sit out, the District requires that the ruling be made in the interest of the student's

safety, meaning that the student shall be required to sit out and comply with return-to-play requirements contained in law.

### **C. Return to Play**

The Board designates the Activities Director to receive return-to-play documentation from a healthcare provider. This designee shall review the documentation, determine if the healthcare provider has placed any conditions on return to play, contact the healthcare provider for any necessary clarification on the authorization document, and communicate such information to applicable coach(es) and assistant coach(es). This designee shall also file return-to-play authorization documents in the student's educational record. This documentation must be retained for seven years after the student's enrollment or six years after a student turns 18, whichever is later.

## **VI. EMPLOYEE ASSISTANCE PROGRAM (DGB)**

### **A. Purpose & Goals**

The Valley City School District provides an Employee Assistance Program to assist employees in obtaining help to resolve problems such as physical illness, mental or emotional illness, alcohol abuse or alcoholism, drug abuse or dependency, or personal problems such as those of a marital, family, or financial nature in an effective and confidential manner. This service will provide information for counseling and treatment referral in a confidential manner, and its intent is to motivate employees to seek help at an early stage and follow through with prescribed treatment.

This program recognizes that the primary obligation to seek assistance and to resolve the problem rests with the employee. Use of the program shall have no impact on the employee's job security or promotional opportunities.

### **B. Enforcement & Training**

The Board instructs the Superintendent to develop procedures and regulations to implement this policy.

Supervisors and/or colleagues will implement this policy in such a manner that no employee will have his/her job security or promotional opportunity affected by the use of the Employee Assistance Program.

This policy, and any related procedures, will not alter or supersede the normal employment rules, policies, regulations, corrective disciplinary procedures, performance evaluation, guidelines, and/or provisions of collective bargaining agreements. The employee's right to confidentiality will be protected.

### **C. First Aid Procedures**

The responsibility in all accidents and illnesses lies with the parents. School personnel may render minor first aid only. We do not treat or diagnose. When major emergencies or accidents (deep lacerations, fractures, serious burns, head injuries, seizures) occur in the classroom or on school grounds, these steps should be followed:

Place the student in a safe place. Take him/her to the nurse's office if it is possible.

## **VII. WELLNESS POLICY (ABCC)**

The District will promote the following nutrition goals (consistent with the *Dietary Guidelines for Americans*) in grades K-12.

Provide a health and nutrition education curriculum that is:

1. Aligned with state standards and requirements
  2. Taught by well-prepared and well-supported staff
  3. Age appropriate
  4. Aimed at influencing students' knowledge, attitudes, and eating habits.
- All Prekindergarten – 12 instructional staff members shall be encouraged to integrate nutrition themes into lessons, when appropriate, to reinforce and support health messages.
  - The district will identify and implement methods to educate family members about nutrition standards and goals and involve them in program development and implementation. (see remainder of Policy #ABCC at [hiliners.org](http://hiliners.org))

#### **VIII. DRUG AND ALCOHOL-FREE WORKPLACE (DEAA)**

The Valley City School District #2 is committed to a safe, healthy working and learning environment for its employees and students. Therefore, the District enforces the Drug and Alcohol-Free Workplace Act. District prohibits by prohibiting employees from manufacturing, distributing, dispensing, possessing or using drugs or alcohol while on school property, unless use is at the instruction of a physician, and the physician has advised that use shall not affect the employee's ability to perform duties. Employees are also prohibited from knowingly or intentionally aiding or abetting in any of the activities listed in policy DEAA. (see remainder of Policy #DEAA at [hiliners.org](http://hiliners.org))

#### **IV. VISITORS IN THE SCHOOLS (KAAA)**

Schools are places of work and learning, visitors shall observe the following requirements when visiting district schools, they are created to ensure safety and that the educational environment is not disrupted:

1. Visitors shall comply with applicable state law and district policy/regulations while on school property. No person shall enter school property for unlawful purposes or for purposes unauthorized by the Board. The District shall enforce state law on willful disruption of schools. The Superintendent shall make a reasonable effort to keep the public informed about district policies pertaining to visitors such as, but not limited to, drug, alcohol, and tobacco use; sexual offenders; patron grievances; and other policies designed to maintain order.
2. Visitors are prohibited from engaging in disruptive conduct that is interfering or interrupting the orderly operation/management of the District, or that is insulting, harassing, or threatening toward district personnel. Visitors who engage in such conduct will immediately be asked to leave school property.
3. Solicitors are not permitted on school property except under the terms of the district's solicitation policy.
4. Visitors shall be prohibited from videotaping and/or otherwise electronically recording district students and staff. This policy does not apply to visitors electronically recording school-sponsored events not governed by copyright laws and non-school-sponsored activities and events held on school property. The Board may also create an exception to this policy for members of the press.



5. Public visits to classrooms shall not be for the purpose of evaluating teachers, teaching methods, or curriculum. Visitors who wish to observe a classroom shall schedule their visits in advance according to administrative regulations governing classroom observation prior to receiving classroom observation privileges.

#### **A. Policy Violations**

Individuals who violate any portion of this policy or applicable administrative regulations shall receive a warning that they are in violation of a district policy/regulation and may be asked by the Superintendent, building principal, or designee to leave school property. The Superintendent, building principal, or designee shall ask visitors who repeatedly violate district policy/regulations or willfully disrupt school operations to leave school property. If an individual refuses to leave when asked, school administration shall seek the assistance of law enforcement to remove the individual from school property. The Board reserves the right to limit or restrict an individual's ability to access school property if their conduct is in violation of this policy.

### ***Leaves and Absences***

#### **I. CHEMICAL DEPENDENCY LEAVE (DDAC)**

The District encourages and may mandate employees afflicted by alcoholism and/or a chemical dependency seek rehabilitative assistance. Sick leave will be granted in accordance with the District's sick leave policy. An employee's return to work will also be handled in accordance with the sick leave policy.

#### **II. FAMILY AND MEDICAL LEAVE ACT (FMLA)**

Family and Medical leave is offered to employees who meet the set federal standards. Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within 1 year) of the child's birth or placement;
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

Refer to U.S. Department of Labor EMPLOYEE RIGHTS Under the Family and Medical Leave Act Poster.

Employees serving on juries or involved in jury selection can receive either the salary they would normally receive from the school district or compensation from the court, but not both. To receive school district salary, the compensation for jury duty must be turned over to the school district.

### **III. JURY & WITNESS DUTY (DDEA)**

During jury duty or when subpoenaed as a witness, non-exempt employees shall be paid regular wages based on the number of hours typically worked but shall remit any compensation for jury duty to the District. In addition, non-exempt employees shall remit any compensation for witness duty to the District.

**Exempt Employees:** Exempt employees shall be paid regular wages, but shall remit any compensation for jury duty to the District. In addition, exempt employees shall remit any compensation for subpoenaed witness duty.

**Expert Testimony:** Employees shall not voluntarily serve as an expert witness when such activity is in conflict of interest with the District.

#### **A. Leave of Absence**

##### **Application:**

- A leave of absence may be granted at the sole discretion of the School Board.
- If the leave is granted, written notice of the teacher's intention to return to District employment must be received by the District on or before March 15 of the leave year. Failure to provide such notice shall constitute rejection of the right to return to District employment and a waiver of hearing rights under NDCC 15.1-15-12(3). If the leave is granted, teacher shall not receive any salary, nor any credit for experience on salary schedule or credit for seniority.

##### **Limitations:**

- All teachers on leave of absence will be subject to the District's R.I.F. policy under the same conditions as any other teacher in the system.
- Upon returning to the District, the teacher will be placed in an assignment for which he/she is qualified.

Upon returning to the District, the teacher shall have restored benefits to which he or she was entitled at the time the leave commenced, including without limitation, unused accumulated sick leave and accumulated personal leave.

While on leave, a teacher may continue with insurance coverage provided: (a) the teacher has secured written approval from the individual carriers and (b) all costs, premiums, deductibles, etc. are borne by the teacher.

### **IV. UNPAID LEAVE (DDC)**

No leave shall be granted other than those specified in board policy or negotiated agreement without specific approval of the board. Such approval shall be at the sole discretion of the board.

### **V. PROFESSIONAL LEAVE (DDDA)**

Professional leave for attendance at conferences, workshops, and conventions and to visit other classrooms and schools may be granted at the sole discretion of the superintendent.

When such leave is approved, the District shall:

2. Provide and pay for a substitute if necessary.
3. Pay travel, lodging, and meals at the rate established by law.

4. Pay for all registration fees.

Immediately upon returning to work, an employee must fill out a (conference attendance) (professional growth) report, which is to be filed with the principal. A file will be kept for each employee and will be available for examination at any time.

## **VI. MILITARY LEAVE (DDBD)**

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

# ***Safety and Security***

## **Asbestos Notification**

The school district facilities have been inspected by a certified asbestos inspector as required by AHERA. The inspector located, sampled and determined the condition and hazard potential of all material in the school facilities suspected of containing asbestos. The inspection and laboratory analysis records form the basis of the asbestos management plan. A certified management planner has developed an asbestos management plan for the school district facilities. A copy of the management plan is available for inspection in the office.

## **I. EMERGENCY & DISASTER PLANS & DRILLS (ACAB)**

### **A. Emergency Plans**

The goal of an emergency/disaster response plan is to ensure an organized, efficient, and effective response to life-threatening occurrences. The Superintendent in conjunction with principals, relevant staff members, and emergency response personnel shall develop an emergency/disaster response plan based on a district-wide threat assessment. The plan shall contain procedures for responding to threats; medical emergencies; natural disasters; and manmade disasters, including, but not limited to, nuclear attacks, terrorism, and other acts of violence.

Creation of an emergency/disaster plan does not guarantee that a trained responder will be present, able to properly respond to the situation, and/or able to properly administer first aid.

### **B. Dissemination**

Threat response and emergency evacuation plans are exempt under the North Dakota open records law and will only be disseminated to individuals with an actual need to know.

### **C. Emergency Drills**

The emergency/disaster response plan shall contain a means for evaluating its effectiveness, including provisions for carrying out emergency drills. The Superintendent shall ensure all required emergency and disaster drills are conducted in accordance with applicable law, including but not limited to, state and city ordinances.

#### **D. School Crisis Plan**

This handbook will be found in each building's Administrative Office and contains the school's plan for every form of emergency that may confront a teacher. It will prepare you to act intelligently and with authority in times of inclement weather, man-made disasters, and other contingencies.

#### **E. Emergency Drills/Emergency Kit**

Instructions for emergency drills are indicated in each room. Familiarize yourself with these instructions including those found in the school emergency plan. Call this information to the attention of the students during the first week of school. There is an emergency kit in each classroom that teachers need to update on an annual basis.

The first essential in event of a fire drill in any school is to have the students leave the building in an orderly manner and to reach a point of safety without injury.

### **II. EMERGENCY CLOSINGS (ACAA)**

The Board authorizes the Superintendent to delay the opening of, dismiss early, or close district schools in the event of hazardous weather, an epidemic, or other emergencies that threaten the health and/or safety of students and employees. The Superintendent's rationale for exercising this authority shall not be arbitrary, capricious, or based merely on convenience.

The Superintendent shall, at a minimum, consider the following factors when exercising his/her authority under this policy:

1. Actual occurrence or imminent possibility of any emergency condition that would make operation of school difficult or dangerous.
2. Ability of students and staff to safely report to school. The Superintendent may consider items such as, but not limited to, weather and road conditions.
3. Whether or not conditions pose a threat to one or all district schools. If conditions only affect certain schools, only the affected schools shall be closed.

The Superintendent may consult traffic, weather, law enforcement authorities, and administrators from neighboring districts when weighing the above factors.

#### **A. Notification**

The Superintendent shall develop procedures for notifying students, parents, and staff of emergency closings, which should be published in district handbooks and disseminated annually.

#### **B. Compliance**

Staff shall comply with the superintendent's work reporting instructions during an emergency closing unless emergency conditions make this impossible. Staff that do not comply and/or do not have good cause for noncompliance may be subject to disciplinary consequences in accordance with policy, law, and, when applicable, the negotiated agreement.

The safety and well-being of students and staff is our top priority and the decision to close school is no simple matter.

Before deciding to close school due to extreme winter weather conditions, Valley City Public School Superintendent Josh Johnson consults with a variety of experts outside of the district. Our commitment is to keep families, staff, and the community informed of weather-related school closings and cancellations.

All decisions to cancel or delay school will be made by 6:30AM the morning of the decision. If school is delayed, it is important that you continue to monitor the situation as school could be cancelled and that announcement would come later. It may also be necessary to dismiss school early, in that event, an announcement will be made on the closing time of school.

### C. Communication Plan for Weather-Related Announcements

- Notifications will be sent directly to families by phone and email, and posted on the school website and Facebook page
- Notification will be sent to media outlets (TV and Radio)

<u>Media Outlets</u>	
<b>Radio:</b>	<b>TV:</b>
<b>KOVC - 1490 AM</b>	<b>KXJB</b>
<b>KQDJ - 101.1 FM</b>	<b>WDAY</b>
<b>KSJB - 600 AM</b>	<b>KVRR</b>
	<b>KVLY</b>

### D. Late Start to School

It may be necessary to start school one or two hours late due to winter weather. If this decision is made, then the following is implemented for the school day:

- 1. One Hour Late-** School starts at 9:30 AM for Grades 7-12, 9:40 AM for Grades K-6. Bus Pick-up time for bus students will be 1 hour later than their normal pick-up time (ex. 7:30a Normal – 8:30a One-hour Delay)
- 2. Two Hours Late-** School starts at 10:30 AM for Grades 7-12, 10:40 AM for Grades K-6. Bus pick-up time for bus students will be 2 hours later than their normal pick-up time (ex. 7:30a Normal – 9:30a Two-hour Delay)

**The district does NOT serve breakfast on Late Start to School days.**

### E. Cancellations, Early Dismissals, or Late-Starts Include Activities

If school is cancelled or dismissed early due to the weather conditions, there will be no school activities (including practices). If school is delayed due to weather conditions, there will be no early morning school activities (including practices). All decisions related to the cancellation or postponement of school activities, due to weather, will be made as soon as possible and communicated to students, coaches, and advisors.

### F. Other Information

- Parents have the right to keep children at home if you feel the weather conditions are not safe for travel. There will be no penalty to grades or attendance if that decision is made. Parents may also pick up students early from school as necessary with the same expectations.

- If necessary, the use of storm homes may be used for students that are unable to make it home due to the weather conditions. If you would like your child to have a storm home designated in our student information system, please contact the administrative assistant at your student's school.
- Parent permission is required in order for high school students to be released from school early so they can drive home. Parents must call the high school office and also the students must sign out of the office before they leave for the day.

**Please note that we continually monitor the forecast from the National Weather Service in order to make the best decision for students, staff, and families. The safety and well-being of students and staff is our top priority.**

### **III. VIOLENT & THREATENING BEHAVIOR (ACE)**

#### **A. Threatening Behavior**

A true threat is a statement made orally, in writing, or using another medium that would be perceived by a reasonable person to be a serious expression of intent to harm, commit assault, or damage school property.

#### **B. Reporting**

Any student or employee who has knowledge of a threat shall report it to the Building Principal or Superintendent. Failure to report a known threat may result in disciplinary consequences up to and including suspension and/or expulsion for students and suspension and/or termination of employment for staff in accordance with policy, law, and, when applicable, the negotiated agreement. (see remainder of Policy ACE at [hiliners.org](http://hiliners.org))

### **IV. CARRYING WEAPONS (FFD)**

#### **B. Prohibitions**

Students are prohibited from knowingly possessing or transmitting on school property a firearm, dangerous weapon, or any object that is used, attempted to be used, or threatened to be used to intimidate or cause bodily harm.

(see remainder of Policy #FFD at [hiliners.org](http://hiliners.org))



# Certified Staff

Teachers & Counselors

## ***Compensation and Benefits***

### **I. Method of Payment**

Each teacher has the option of accepting his/her salary on a 12-month basis, a 10-month basis, or a 9-month basis. Normal pay days will be on the twenty-second (22<sup>nd</sup>) of each month, except when a pay day falls on or during a school holiday, vacation or weekend, at which time teachers will receive their checks on the last working day the preceding such holiday or vacation. The last payroll of the year for the 9-month option will be paid on the last contracted day of school.

### **II. Salary Schedule**

Teachers new to the District shall receive a maximum of ten (10) years of credit for prior teaching experience earned following the completion of a baccalaureate degree. This also applies to extra-curricular activities. A maximum of one step per year movement in the vertical lanes of the salary schedule is allowable. No teacher shall be reduced horizontally on the salary schedule because of an involuntary change in teaching assignment.

A full-time contracted teacher who does not complete full contract period because of illness, parental or other leave, or for any other reason must have completed one-half or more of the contract for credit as a year experience.

The salary schedule is based on the regular school calendar and a normal teaching assignment as described in Article VIII, Section 3.

### **III. Salary Base**

A salary base of \$37,600 shall be established for the school year 2023-2024 and \$37,600 for the school year 2024-2025.





# Valley City Public Schools 2023-2025 Salary Schedule

## APPENDIX A

Base Salary: \$37,600.00

Years of Experience	BA-BS Index	Salary	Years of Experience	MA-MS Index	Salary
0	1.06	\$39,856.00	0	1.13	\$42,488.00
1	1.09	\$40,984.00	1	1.16	\$43,616.00
2	1.12	\$42,112.00	2	1.19	\$44,744.00
3	1.15	\$43,240.00	3	1.24	\$46,624.00
4	1.18	\$44,368.00	4	1.30	\$48,880.00
5	1.23	\$46,248.00	5	1.36	\$51,136.00
6	1.29	\$48,504.00	6	1.43	\$53,768.00
7	1.35	\$50,760.00	7	1.50	\$56,400.00
8	1.41	\$53,016.00	8	1.57	\$59,032.00
9	1.46	\$54,896.00	9	1.64	\$61,664.00
10	1.50	\$56,400.00	10	1.71	\$64,296.00
11	1.54	\$57,904.00	11	1.78	\$66,928.00
12	1.58	\$59,408.00	12	1.83	\$68,808.00
13	1.62	\$60,912.00	13	1.88	\$70,688.00
14			14	1.93	\$72,568.00
15	Career Inc.	\$4,000.00	15	Career Inc.	\$4,000.00

BA + 08 Semester Hours - Add \$400.00  
 BA + 16 Semester Hours - Add \$800.00  
 BA + 24 Semester Hours - Add \$1,200.00  
 BA + 32 Semester Hours - Add \$1,600.00  
 BA + 40 Semester Hours - Add \$2,000.00

MA + 08 Semester Hours - Add \$400.00  
 MA + 16 Semester Hours - Add \$800.00  
 MA + 24 Semester Hours - Add \$1,200.00  
 MA + 32 Semester Hours - Add \$1,600.00  
 MA + 40 Semester Hours - Add \$2,000.00

#### **IV. Substitute Teaching**

A teacher shall not receive personal leave for the time spent substitute teaching or supervising. In the Junior/Senior High School, any teacher who subs during their preparation period will receive sub pay (one hour = the hourly rate of substitute teacher pay.) In the Elementary Schools, any teacher who has morning or lunch duty (considered prep time) will receive sub pay (one hour = the hourly rate of substitute teacher pay). All pay for subbing, morning/afternoon supervision and lunch duty will be paid at the end of the school year.

Teachers shall be paid the hourly rate of substitute teacher pay per period for substitute teaching done during their preparation periods.

#### **V. Guest Teachers**

Elementary Teachers who are absent should notify their Principals, Secondary Teachers notify their building's secretary. Arrangements for guest teachers will be made by the appropriate person.

The task of taking over someone else's responsibilities and accomplishing the assignments is not an easy one. Each teacher is asked to leave his/her plan book, texts, workbooks, special instructions, and class lists in a convenient place for the substitute's use.

#### **VI. Study Hall**

Any teacher assigned a study hall beyond the normal teaching load shall be compensated at the hourly rate of substitute teacher pay per the number of student contact days.

#### **I. NATIONAL TEACHER CERTIFICATION (DCAD)**

The School Board and Administration applaud the efforts and initiative of any teacher employed by the Valley City Public School District to obtain the National Board Certification issued by the National Board for Professional Teaching Standards. It is understood this certification requires a great amount of time and effort to complete. It is also a major commitment to improving oneself as a professional educator.

As of the 2012-2013 school year, the Valley City Public School District will issue a \$1,000 stipend to each eligible teacher who has achieved National Board Certification. The stipend shall be paid upon the completion of the school year.

To be eligible to receive the stipend, a teacher must obtain certification in the area in which the teacher is teaching or qualified to teach. The teacher must also complete at least one half of his/her contract with the District for the school year. Teachers wishing to be considered for this stipend shall provide documentation and a copy of their current National Certificate to the Business Manager by May 1 of each school year.

#### **A. Life Insurance**

Increase to maximum that we can at the present rate, plus allow the Board the flexibility to consider extra protection if obtainable at a minimal cost.

The School Board shall provide \$25,000.00 of group life insurance benefits through a group approved by the Board for each staff member employed as a teacher up to the age of 65 (sixty-five), the benefits of the policy will be reduced according to the provisions of the current policy.

## **B. Disability Insurance**

Increase to maximum that we can at the present rate, plus allow the Board the flexibility to consider extra protection if obtainable at a minimal cost.

The School District will provide income protection for personnel working at least 15 (fifteen) hours per week or carrying a 3/7 contract load. Income protection shall guarantee 66% of the salary less any amount of income paid or payable under Workmen's Compensation Insurance and all benefits received in Social Security. Maximum monthly benefits shall be limited to a maximum stipulated in the current insurance policy. The elimination period shall be 60 (sixty) consecutive calendar days. Maximum benefits are based on attained age on the date the disability begins.

## **C. Teacher's Fund for Retirement**

In lieu of salary, the Board will assume 7.75% of the teacher's contribution to the Teacher's Fund for Retirement. The 7.75% is exempt from Federal Income Tax under Section 401 (A) of the Internal Revenue Code and Section 15.35.1-09 (.2) of the NDCC.

# ***Employee Relations***

## **I. Personnel Files**

A teacher shall have the right upon request to review the contents of his/her personnel file. The teacher shall be entitled to have a representative of the Association accompany him/her during such a review. All evaluator materials concerning a teacher or his/her performance shall be kept in his/her personnel file and no such material can be placed in the personnel file without the teacher's previous knowledge. Although the confidentiality of personal references, credentials and other similar documents may need to be preserved, the Board agrees that commencing with the employment of the teacher, the personnel file established for the teacher shall be open to his/her inspection, and no separate personnel file shall be established.

Each licensed classroom teacher, librarian and counselor is required to keep their Educational Renewal file current with documented transcripts of college credit earned to verify additional salary earned per the salary schedule. The deadline for this accounting each year is August 31.

## **II. Teacher Evaluation (DFAA)**

Immediate supervisors shall evaluate the professional staff by use of instruments adopted by the Board. The evaluation process will be based on the supervisory process. These evaluations shall be conducted in conformance with North Dakota law, including the dates specified in the law. The evaluation shall become a part of the employee's personnel file. The employee shall have the right to review the evaluation and may attach a statement of disagreement if he/she so wishes.

## **III. Review of Contested Material in Personnel Files (DIB)**

Teachers have the right to request an administrative review of any material in their files that they consider to be inaccurate or inappropriate, other than performance evaluations. If the teacher is not satisfied with the administrator's decision, the teacher may request, and must receive, a formal review by the Board. This review shall be at an open public meeting of the Board.

#### **IV. Grievance**

A grievance is an allegation by a teacher that there has been a violation, misinterpretation or misapplication of a specific provisions(s) of the applicable Negotiated Agreement between the Valley City School Board and the Valley City Education Association. A grievance must be in writing, give a clear and concise statement as to the specific provision of the Negotiated Agreement involved, and must state the relief being sought.

#### **V. Job Transfer - Voluntary**

Teachers desiring a change in grade or subject assignments, or who desire to transfer to another building, may apply for such change through the Superintendent. The Elementary building Principal or the Junior and Senior High Principals, along with the Superintendent, will decide if the transfer is in the best interests of the School District. Seniority will be strongly considered, with the final decision made by the building Principals and the Superintendent.

#### **VI. Job Transfer - Involuntary**

In the event that an involuntary transfer must be made, notice of such transfer or reassignment shall be given to the teacher as soon as practical. Except in the cases of emergency, an involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the appropriate supervisor, at which time the teacher shall be notified of the reason for such transfer or reassignment. In the event that the teacher objects to such a transfer or reassignment, he/she shall be afforded the right to meet with the Superintendent; at which time he/she may at his/her option have an Association representative present. A teacher who has been involuntarily transferred or reassigned shall have preference over those seeking voluntary transfer or reassignment in regard to choose among those positions, which are vacant.

#### **VII. Work Day**

All teachers are to be at their teaching stations no later than 8:00AM and stay until 4:00PM or later if necessary. Other schedules of equal length may be used with the approval of the Building Principal and the Superintendent. When teachers are responsible for supervising students after school hours, they should never leave the building until after the last student has left.

#### **VIII. Faculty Meetings**

All teachers are required to attend faculty meetings unless previous permission has been granted by the Principal covering the absence.

### ***Students***

#### **I. ATTENDANCE & ABSENCES POLICY (FFB)**

The Valley City School District believes that regular school attendance is the joint responsibility of the student and their parent(s) or guardian(s), and it is essential for student success in school. The District shall abide by compulsory attendance requirements in state law for students ages seven through sixteen.

## **II. Excusing Pupils from The Building**

The authority to excuse students from the building's rests entirely with the Principal or their designate. A teacher in grades K-12 cannot send pupils on errands off the premises or excuse pupils from the building without the principal's permission.

## **III. Field and Other School-Sponsored Trips (FFF)**

To the extent financially feasible, the Board sanctions field trips and trips for school-sponsored activities that are of educational value and that are consistent with the district's mission. The Superintendent shall approve all in-state travel and all out-of-state travel within a 350-mile radius of the District. The Board shall approve all out-of-state travel beyond a 350-mile radius of the District.

## **IV. Corporal Punishment**

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

Complaints against a teacher regarding corporal punishment will be dealt with in accordance with school board policy or personnel complaints.

## **V. Conference and Conventions During School Hours**

Teachers must have the approval of the Principal before attending conventions, conferences, and meetings during school time.

## **VI. Student Education Records and Privacy (FGA)**

The Valley City Public School Board believes that while collection and use of student information is necessary to provide educational and student support services, the District must implement safeguards to ensure information is appropriately protected and used to serve the best interests of students. The purpose of this policy is to establish such safeguards. (see remainder of Policy #FGA at [hliners.org](http://hliners.org))

# ***Leaves and Absences***

## **I. Association Leave**

The Association shall be granted up to ten (10) days leave, with pay, as needed for the officers and/or delegates of the Association to conduct the business of the Association, such use to be with the approval of the Administration. With Administration approval, additional Association leave may be granted, providing that the Association pays the substitute.

## **II. Personal Leave**

Four (4) days personal leave shall be granted each year for the first 10 years of employment. Starting with year 11 (eleven) of employment, the teacher will receive five (5) personal days. Starting with year 16 (sixteen) of employment, the teacher will receive six (6) personal days. Personal leave is subject to approval of the Administration.

An accounting of the number of accumulated personal leave days shall be given to each teacher at the end of each contract.

Note: The maximum number of personal days that one may accumulate at any given time is eight (8). Teachers with more than eight (8) days of personal leave will be compensated at the daily rate of pay for a substitute teacher for each day exceeding 8 days. For the 2023-2024 school year only, a maximum of nine (9) personal days may be accumulated.

### **III. Parental Leave of Absence**

A parental leave of absence up to one year in duration without pay shall be granted a teacher for the purpose of childbearing and/or child rearing as follows:

- a. A teacher who is pregnant shall be entitled upon request to a leave to begin at any time between the commencement of her pregnancy and one year after a child is born to her. The teacher shall notify the Superintendent in writing at least 30 (thirty) days prior to the day she desires to begin her leave. A teacher who is pregnant may continue with active employment as late into her pregnancy as she desires provided, she is able to properly perform her required functions.
- b. A teacher shall be entitled upon request to a leave to begin at any time between the birth of the teacher's child and one year thereafter.
- c. A teacher adopting an infant child shall be entitled upon request to a leave to commence at any time during the first year receiving custody if necessary, in order to fulfill the requirements for adoption.

A teacher who is granted parental leave of absence, shall have the following re-employment rights:

- a. Any teacher qualifying for parental leave, shall be assigned to the same position which she or he held at the same time the leave commenced, unless the teacher agrees to accept a different position. If the position is no longer in existence, the teacher shall be assigned to a substantially equivalent position, except that if a teacher gives such notice after April 30, she or he may be placed on involuntary leave until commencement of the following school year.
- b. A teacher who resumes active employment shall have restored all benefits to which he or she was entitled at the time the leave commenced, including, without limitation, unused accumulated sick leave and accumulated personal leave.
- c. While on parental leave, a teacher may continue with insurance coverage provided: (a) the teacher has secured written approval from the individual carriers and (b) all costs, premiums, deductibles, etc., are borne by the teacher.
- d. All teachers on parental leave of absence will be subject to the District's Reduction in Force policy under the same conditions as any other teacher in the system.

### **IV. Sick Leave**

Fifteen (15) days of sick leave will be granted to each teacher signing his/her first contract in the Valley City Public Schools. Each succeeding year, ten (10) days will be granted. Sick leave may accumulate to a maximum of 180 days.

In the event a teacher qualifies for Long-Term Disability income during his/her first (1), second (2), or third (3) year, the Board will grant a one-time maximum of 30 additional sick leave days.

At retirement, a teacher will be paid \$50 per unused sick leave day up to a maximum of \$5,000.00.

A Sick Leave Bank is available to the members of the Valley City Public Schools faculty. The purpose of the bank shall be for unexpected or catastrophic illness and/or injury and other needs as approved by the committee. Each participating faculty member shall invest **one (1) sick leave day** in the bank for the first year, and one (1) day each time that it is necessary, up to two (2) days maximum per year, as determined by the Sick Leave Bank Committee. Upon leaving the school district, a teacher will donate their unused sick days to the bank. If a teacher is at 180 sick leave days after receiving some or none of the ten (10) days given at the beginning of each year, the extra sick leave days will be given to the bank.

**Qualifications:** The offer to join is a one-time offer. All faculty signing the school year contracts shall accept or reject the sick leave bank offer.

**Application:** Any faculty member having used their total accumulated sick leave may apply. Application must be in writing by completing the Sick Leave Bank Application Form and shall be given to the Sick Leave Bank Committee for consideration.

**Committee:** The committee will consist of 3 teachers, one from each building, selected by VCEA, 2 Building Principals, and the Superintendent.

An accounting of the number of accumulated sick leave days shall be given to each teacher at the end of each contract period.

Sick leave may be used in the following instances:

- Illness of the employee. Absences of five (5) or more consecutive teaching days require a doctor's statement. Dental appointments may be charged to sick leave.
- Sick leave may be used for medical reasons involving any family member or relative. Sick leave may also be used for emergencies, as determined by Building Principal.
- Sick leave may also be used for the death of any family member or relative. The Building Principal or the Superintendent (in the absence of the Building Principal) may grant a teacher the use of one (1) day of sick leave to attend the funeral of a friend. With the Superintendent's approval, additional leave may be allowed to attend the funeral of a friend.
- Maternity or Adoption Leave: Five (5) maternity or adoption leave days will be granted over and above any accumulated sick leave. At the conclusion of the five (5) days, teachers shall use twenty-five (25) accumulated sick leave days for a natural birth or adoption and thirty-five (35) accumulated sick leave days for a cesarean birth. If the employee has used their maternity or adoption days and all of their personal accumulated sick leave days, any remaining days requested up to twenty-five (25) days for a natural birth or thirty-five (35) days for a cesarean birth will be taken from the Sick Leave Bank. Maternity or Adoption Leave is subject to Family and Medical Leave Act (FMLA).
- Paternity: Five (5) paternity leave days will be granted over and above any accumulated sick leave. At the conclusion of the five (5) days, teachers shall use ten (10) accumulated sick leave days. If the employee has used their paternity days and all of their personal accumulated sick leave days, any remaining days requested up to ten (10) days will be

taken from the Sick Leave Bank. Paternity Leave is subject to Family and Medical Leave Act (FMLA).

## **V. Contract Violation**

When a teacher signs a contract with the Valley City Public Schools District, there is a good-faith expectation that the terms and conditions of the teaching contract will be met by the teacher and the school district. If the teacher should request from the school to be released from assigned contract, a payment of \$400 would need to accompany the request if the date is after July 31, \$300 if from July 1 to July 31, and \$200 if from June 1 to June 30. Penalties for contract violations will be prorated according to contract load. The request is subject to the approval of the School Board with the School Board acting upon the request within five (5) working days.

## **VI. Reduction in Force**

A teacher's contract may need to be reduced or terminated because of declining enrollment, program changes, reductions and other factors. Where attrition, through resignation, retirement or death, has not accomplished this purpose, the following guidelines will be used:

- A. In the event of staff reduction, a teacher's contract shall be reduced or terminated pursuant to current statutes, fair dismissal procedures and other district procedures established herein. (see remainder of reduction in force in the Negotiated Agreement at [hiliners.org](http://hiliners.org))

## **VII. Recall Procedure**

A. Separated personnel shall be placed on a recall list for a period of three (3) years following termination of their contract. All teachers new to the system after May 30, 1987 and hired for less than one-half of a full-time teaching assignment shall not be placed on the recall list if and when non-renewed. Additionally, such a teacher shall not be placed in a vacant position for which they are qualified. Teachers who were employed half-time or greater, but reduced to less than half-time shall be placed on the recall list. The three (3) year period shall consist of the three (3) consecutive school years following the school year during which the teacher was terminated, ending on July 31 of the third year. If the terminated teacher does not serve as a contracted\* teacher during any part of those three (3) school years, the teacher will not qualify for recall for the fourth school year following termination or any other school year unless the individual again serves as a teacher in a contracted capacity. \*(Contracted for the purpose of this part shall mean providing services to students or providing instruction to students under the classification as a teacher. This does not include a contract for long-term substitute teaching or for filling a position caused by a leave of absence. During that period, the separated teacher must maintain the criteria set by the Professional Renewal 8 Standard.) (See remainder of recall procedure in the Negotiated Agreement at [hiliners.org](http://hiliners.org))





# Support Staff

## ***Compensation and Benefits***

### **A. Qualification for Employee Benefits**

To qualify for benefits, an employee must be employed a minimum of **thirty (30)** hours or more per week, and a minimum of 1080 hours per year, unless otherwise provided herein.

### **B. Life Insurance**

The School Board will provide a \$10,000 life insurance policy with the group currently approved by the Board for all personnel employed at least 30 (thirty) hours per week up to age 65 (sixty-five). Upon reaching the age 65 (sixty-five), the benefits of the policy will be reduced according to the provisions of the policy. Employees may obtain an additional life insurance policy on the payroll deduction plan with the optional group approved by the School Board.

### **C. Disability Insurance**

The School District will provide income protection insurance for personnel working at least 30 (thirty) hours per week. Income protection shall guarantee 66% of the salary less any amount of income paid or payable under Workman's Compensation Insurance and all benefits received in Social Security. Maximum monthly benefits shall be limited to a maximum stipulated in the current insurance policy. The elimination period shall be 60 (sixty) consecutive calendar days. Maximum benefits are based on attained age on the date the disability begins.

### **D. Retirement System**

All full-time employees are required to join the North Dakota Public Employees Retirement System. Their definition of full-time is anyone scheduled to work 20 (twenty) hours or more per week. The Valley City School Board agrees to pay the 7% employee's contribution to the ND Public Employee Retirement System. The school district also contributes 7.12% of the employees' gross wages and puts it into the retirement system for the employees. The district also pays 1.14% to the Retiree Health Insurance Credit plan (RHIC).

### **E. Performance Review**

A new employee shall have a performance review after three months of employment. If an unacceptable review is received the employee will be put on probation, until such time that the work is reviewed as acceptable, or the employee is dismissed.

All personnel will have performance reviews conducted annually. If an acceptable review is received a move on the pay scale to the next step will be granted. If an unacceptable review is received the employee will be put on probation, and stay at the starting salary, until such time that the work is reviewed as acceptable, or the employee is dismissed. Copies of reviews will be placed in the personnel files in the District Office.

The principals shall conduct reviews for their administrative staff, media aides, guidance counselor secretary. The Food Service Director shall conduct the reviews for the food service staff. The Facilities Director will conduct the reviews for the assistant facilities director and all custodians. The Superintendent shall conduct reviews for all Central Administration employees.

A staff member may view their own personnel file, by making arrangements with the Administrative Assistant in the central office. Files may not be removed from the administration building. Copies may be made.

## **F. Holiday Pay**

The following will be recognized and observed as paid holidays for all employees working during the time when the holiday occurs. The paid holiday is equal to the employee's scheduled working hours for one day:

* New Year's Day	- January 1
+ - * President's Day	- 3 <sup>rd</sup> Monday of February
+ - * Good Friday	- Friday preceding Easter Sunday
(+) - * Memorial Day	- Last Monday in May
* Juneteenth	- June 19
* Independence Day	- July 4
+ - * Labor Day	- First Monday in September
+ - * Veteran's Day	- November 11
+ - * Thanksgiving Day	- Third Thursday in November
* Christmas Day	- December 25

- \* *12-month employees will be paid for these holidays.*
- *10-month employees will be paid for these holidays.*
- + *9-month employees will be paid for these holidays.*
- (+) *If school is in session beyond Memorial Day, 9-month employees will be paid for this holiday.*

Should a paid holiday be used for storm make-up, support staff who qualify for personal leave will be granted an extra personal day. Twelve (12) month employees will be granted an extra vacation day.

## **G. Breaks**

Other breaks (such as 15 minute "coffee" breaks) are not required by law but must be paid breaks if they are offered by the employer.

## **H. Storm Days**

In the event of an early dismissal or late start due to storms, staff will be paid only for the time school is in session without prior approval of the School Administration or the Food Service Director in the case of food service employees. All 12-month support personnel **will** be paid for late starts, early dismissals or full day cancellations due to the weather. All 9 and 10-month support personnel **will not** be paid for late starts, early dismissals or full day cancellations due to weather when the time is made up. All 9 and 10-month support personnel **will** be paid for the time missed if the time will not have to be made up.

## **I. DEFINITION OF WORKWEEK AND OVERTIME AND COMPENSATORY (DCB)**

All classified employees shall be considered subject to the minimum wage and overtime provisions of state and federal law unless specifically shown to be exempt.

#### **A. Workweek**

For the purposes of calculating overtime, the District defines the workweek as beginning on 12:00 a.m. Sunday and ending on 11:59 p.m. Saturday.

#### **B. Overtime Restrictions**

Non-exempt employees are restricted from working more than 40 hours a week without prior written permission from the Superintendent, Principal, or immediate supervisor. Non-exempt employees who work more than 40 hours a week without authorization are subject to disciplinary action up to and including discharge.

The Superintendent, Principal, or immediate supervisor shall determine if it is necessary for non-exempt employees to work overtime hours. Non-exempt employees shall be required to perform all overtime hours assigned to them. Supervisors are charged with ensuring that employees do not work overtime hours except as assigned. Failure to enforce this requirement may result in discipline of the supervisor.

#### **C. Recordkeeping**

Accurate records shall be kept of hours worked by all classified employees. The Business Manager shall institute a system of recordkeeping.

#### **D. Compensation**

Education/Training Credit\*

- Education /training must be job-related and administratively approved
  - Up to .25¢ (Certificate)
  - Up to .50¢ (2 year or Associates Degree)
  - Up to \$1.00 (4 year or Bachelor's Degree)

\*The education/training will be based upon hours/credits with the following requirements included into the framework for this addition:

- Administrative Pre-Approval
- Specific to Job Responsibilities/Description
- Accredited Program
- District/Job Required Education/Training will NOT count towards hours/credit

Overtime hours will be compensated in accordance with the Fair Labor Standards Act and the North Dakota Department of Labor Regulations.

Employees will be reimbursed with overtime compensation in accordance with law for all overtime worked. Employees shall be notified of this arrangement before performance of overtime work.

If an employee is employed for two or more different positions which have different rates of pay, the District will pay the employee overtime compensation based upon the weighted hourly rate or may enter into an agreement with the employee before the work is performed to pay overtime at the overtime rate of pay for the actual work performed after the first forty hours of work in that work week.

## **II. COMPENSATORY TIME OFF LAW (DCB-E)**

The following exhibit summarizes key portions of the Fair Labor Standards Act pertaining to compensatory time off.

### **A. Maximum Allowable**

If overtime hours are compensated with time off, compensatory time shall be provided at a rate of one and one-half hours for each hour in excess of 40 hours worked in a workweek. Compensatory time may be accumulated to a maximum of 240 hours. Any employee who has accrued 240 hours of compensatory time off or more shall be paid overtime compensation for additional overtime hours of work.

### **B. Use of Compensatory Time**

Employees who have accrued compensatory time off may request the use of compensatory time and shall be permitted to use such time within a reasonable period after making the request if the use of compensatory time does not unduly disrupt the operations of the employee's office or department. A reasonable period might be one or two days—normally whatever time would be required to secure a replacement or to shift workloads so as to allow the employee to be absent. The burden of proof is with the employer if a dispute should arise as to whether granting the request would unduly disrupt the operations of the office or department.

The District may enter into an agreement with the employee that all compensatory time off within the maximum allowed will be taken at a specific time (e.g., the custodian who normally works more than 40 hours during the school year and is not needed full time in the summer). Such an arrangement would allow the District to pay the employee a fixed rate for the year on a monthly basis and adjust the hours to allow time off in the summer for the overtime hours worked during the school year. However, a voluntary agreement signed by the employee is required to do this.

### **C. Separation**

Upon separation of employment, employees who have accrued compensatory time shall be paid for unused compensatory time at a rate of compensation not less than:

1. The average regular rate received by the employee during the last three years of the individual's employment, or
2. The final regular rate received by the employee, whichever is higher.

#### **D. Career Increment Pay**

Employees will be eligible for Career Increment Pay once the employee is at the top of the pay schedule. This \$350.00 annual payment will be made the following school year at the end of May.

#### **E. Uniforms**

All Food Service, Custodial and Maintenance personnel have the option of receiving two (2) shirts per year, at a cost of no greater than \$30.00 per shirt, unless the need arises, then up to five (5) shirts per year will be allowed. The uniforms are provided by the district, but the employee is responsible for the upkeep and laundering of the uniform.

### **LEAVES AND ABSENCES**

#### **A. Personal Leave**

All employees who do not qualify for paid vacation shall be entitled to three (3) workdays of personal leave per year with pay if the following conditions are met:

1. Personal leave is equal to the employee's scheduled working hours for one (1) day.
2. The employee must have been employed for at least 60 (sixty) working days.
3. The personal leave must be approved in advance by a supervisor. (A Request for Leave form must be completed by the employee and signed by the Building Principal, Food Service Director (for food service employees) or the Superintendent in their absence
4. Should a paid holiday be used for storm make-up, support staff who qualify for personal leave will be granted an extra personal day.  
Twelve (12) month employees will be granted an extra vacation day.
5. Personal leave is accumulative up to eight (8) days.
6. Starting with year 11 of employment, employee will receive four (4) days per year, starting with year 16 of employment, employee will receive five (5) personal days.
7. At termination of employment, an employee will receive payment for accumulated personal leave days.

#### **B. Sick Leave**

Sick leave is accumulated at the rate of one (1) day per month and may accumulate up to a maximum of one hundred twenty (120) days. All employees who are scheduled to work nine (9) or more months and fifteen (15) hours or more per week will receive sick leave, which is equal to the employee's scheduled working hours for one day.

- |                      |                  |
|----------------------|------------------|
| 1. 9-month employee  | 9 days per year  |
| 2. 10-month employee | 10 days per year |
| 3. 12-month employee | 12 days per year |

Absences of five (5) or more consecutive workdays, requires a written doctor's statement before being allowed to resume work.

Sick Leave may be used for medical reasons involving any family member or relative. A Request for Leave must be completed by the employee and by the Supervisor.

Maternity or Adoption Leave: Five (5) maternity or adoption leave days will be granted over and above any accumulated sick leave. A maximum of twenty (20) days sick leave may be allowed for the sole purpose of accomplishing the process of childbirth and to provide a recovery period from the physical effects of normal childbirth. Additional recovery time arising from medical complications related directly to childbirth will be allowed upon receipt of a doctor's statement. Any exception to this must be with a doctor's statement. An employee who elects to take parental leave prior to the birth of her child does not qualify for sick leave benefits.

Paternity Leave: Five (5) paternity or adoption leave day will be granted.

### **C. Funeral Leave**

Requests for funeral leave shall be made to your direct supervisor. Sick leave may be used for the death of any family member or relative. The Supervisor may grant the use of one day of sick leave to attend the funeral of a friend.

### **D. Vacation Leave – 12 Month Employees**

All twelve-month ancillary employees shall be eligible for paid vacation benefits. Vacation leave will be credited on July 1<sup>st</sup> of each new contract year for the amount of annual leave earned. Vacation days will not be cumulative or allowed to carry over to the next school year. Days not used by July 1<sup>st</sup> will be lost with the exception of Custodial staff, they will be allowed to carry over five (5) days to use before July 31. Any carry over days not used before July 31 will be lost.

Days of vacation will be based upon years of employment:

Years 1-10 = 12 days paid vacation

Years 11-15 = 15 days paid vacation

Years 16+ = 20 days paid vacation

\*Vacation days will be prorated based on employees start date, when employees start after the beginning of the fiscal year (July – June).

Should a paid holiday be used for make-up, twelve-month ancillary employees shall be granted one more extra vacation day.

Upon separation from district employment, any employee granted paid vacation time shall be entitled to prorated monetary reimbursement for unused vacation days as required by law.

### **E. Job Transfer**

A support staff member who desires to transfer to another position in the school district, may apply for such change through the Superintendent. The Elementary Principal(s) or the Junior - Senior High Principal, along with the Superintendent, will decide if the transfer is in the best interest of the school district. In the case of Food Service employees, the Food Service Director and the Superintendent would make this decision. Seniority will be considered, with the final decision made by the building Principals, or Food Service Director, and the Superintendent. If the transfer request is within the same job range, the employee will remain at their current step.

If the transfer request is to a higher pay range, the employee may be brought into the new range with up to 50% based on experience credit for their years of service in a comparable position and applied to the step system at the discretion of the administration. For example, an employee with six (6) years of service, moving into a higher pay range, may be placed into step three (3) of the new range.

All Support Staff shall receive notification of position openings.

## Support Staff Range Designation & Pay Schedule

SUPPORT STAFF RANGE DESIGNATION FOOD SERVICE			
	RANGE 1	RANGE 2	RANGE 3
	Lunchroom Support Staff	Assistant Cook	Head Cook
FOOD SERVICE PAY RANGE			
	RANGE 1	RANGE 2	RANGE 3
STARTING	\$ 13.36	\$ 15.45	\$ 18.70
STEP 1	\$ 13.51	\$ 15.63	\$ 18.95
STEP 2	\$ 13.66	\$ 15.81	\$ 19.20
STEP 3	\$ 13.81	\$ 15.99	\$ 19.45
STEP 4	\$ 13.96	\$ 16.17	\$ 19.70
STEP 5	\$ 14.11	\$ 16.35	\$ 19.95
STEP 6	\$ 14.26	\$ 16.53	\$ 20.20
STEP 7	\$ 14.41	\$ 16.71	\$ 20.45
STEP 8	\$ 14.56	\$ 16.89	\$ 20.70
STEP 9	\$ 14.71	\$ 17.07	\$ 20.95
STEP 10	\$ 14.86	\$ 17.25	\$ 21.20
STEP 11	\$ 15.01	\$ 17.43	\$ 21.45
STEP 12	\$ 15.16	\$ 17.61	\$ 21.70
STEP 13	\$ 15.31	\$ 17.79	\$ 21.95
STEP 14	\$ 15.46	\$ 17.97	\$ 22.20
STEP 15	\$ 15.61	\$ 18.15	\$ 22.45
CAREER INC.	\$ 350.00	\$ 350.00	\$ 350.00

SUPPORT STAFF RANGE DESIGNATION CUSTODIAL/MAINTENANCE				
	RANGE 1	RANGE 2	RANGE 3	RANGE 4
	Summer Cleaning Aide	Summer Cleaning Aide Supervisor	Custodian - Night Custodian	Head Custodian
CUSTODIAL/MAINTENANCE PAY RANGE				
	RANGE 1	RANGE 2	RANGE 3	RANGE 4
STARTING	\$ 13.36	\$ 14.76	\$ 15.45	\$ 18.70
STEP 1	\$ 13.51	\$ 14.92	\$ 15.63	\$ 18.95
STEP 2	\$ 13.66	\$ 15.08	\$ 15.81	\$ 19.20
STEP 3	\$ 13.81	\$ 15.24	\$ 15.99	\$ 19.45
STEP 4	\$ 13.96	\$ 15.40	\$ 16.17	\$ 19.70
STEP 5	\$ 14.11	\$ 15.56	\$ 16.35	\$ 19.95
STEP 6	\$ 14.26	\$ 15.72	\$ 16.53	\$ 20.20
STEP 7	\$ 14.41	\$ 15.88	\$ 16.71	\$ 20.45
STEP 8	\$ 14.56	\$ 16.04	\$ 16.89	\$ 20.70
STEP 9	\$ 14.71	\$ 16.20	\$ 17.07	\$ 20.95
STEP 10	\$ 14.86	\$ 16.36	\$ 17.25	\$ 21.20
STEP 11	\$ 15.01	\$ 16.52	\$ 17.43	\$ 21.45
STEP 12	\$ 15.16	\$ 16.68	\$ 17.61	\$ 21.70
STEP 13	\$ 15.31	\$ 16.84	\$ 17.79	\$ 21.95
STEP 14	\$ 15.46	\$ 17.00	\$ 17.97	\$ 22.20
STEP 15	\$ 15.61	\$ 17.16	\$ 18.15	\$ 22.45
CAREER INC.	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00

SUPPORT STAFF RANGE DESIGNATION TEACHING/SUPPORT SERVICES		
	RANGE 1	RANGE 2
	Media Aide Title I Aide Behavior Specialist	ILC Coordinator
TEACHING/SUPPORT SERVICES PAY SCHEDULE		
	RANGE 1	RANGE 2
STARTING	\$ 17.19	\$ 18.70
STEP 1	\$ 17.41	\$ 18.95
STEP 2	\$ 17.63	\$ 19.20
STEP 3	\$ 17.85	\$ 19.45
STEP 4	\$ 18.07	\$ 19.70
STEP 5	\$ 18.29	\$ 19.95
STEP 6	\$ 18.51	\$ 20.20
STEP 7	\$ 18.73	\$ 20.45
STEP 8	\$ 18.95	\$ 20.70
STEP 9	\$ 19.17	\$ 20.95
STEP 10	\$ 19.39	\$ 21.20
STEP 11	\$ 19.61	\$ 21.45
STEP 12	\$ 19.83	\$ 21.70
STEP 13	\$ 20.05	\$ 21.95
STEP 14	\$ 20.27	\$ 22.20
STEP 15	\$ 20.49	\$ 22.45
CAREER INC.	\$ 350.00	\$ 350.00

SUPPORT STAFF RANGE DESIGNATION ADMINISTRATIVE					
	RANGE 1	RANGE 2	RANGE 2	RANGE 3	RANGE 4
	Student Employees		Counseling and Attendance Admin Assistant	Administrative Assistant	District Administrative Assistant
ADMINISTRATIVE PAY SCHEDULE					
	RANGE 1	RANGE 2	RANGE 2	RANGE 3	RANGE 4
STARTING	\$ 13.36	\$ 14.47	\$ 15.45	\$ 17.19	\$ 18.70
STEP 1	\$ 13.51	\$ 14.63	\$ 15.63	\$ 17.41	\$ 18.95
STEP 2	\$ 13.66	\$ 14.79	\$ 15.81	\$ 17.63	\$ 19.20
STEP 3	\$ 13.81	\$ 14.95	\$ 15.99	\$ 17.85	\$ 19.45
STEP 4	\$ 13.96	\$ 15.11	\$ 16.17	\$ 18.07	\$ 19.70
STEP 5	\$ 14.11	\$ 15.27	\$ 16.35	\$ 18.29	\$ 19.95
STEP 6	\$ 14.26	\$ 15.43	\$ 16.53	\$ 18.51	\$ 20.20
STEP 7	\$ 14.41	\$ 15.59	\$ 16.71	\$ 18.73	\$ 20.45
STEP 8	\$ 14.56	\$ 15.75	\$ 16.89	\$ 18.95	\$ 20.70
STEP 9	\$ 14.71	\$ 15.91	\$ 17.07	\$ 19.17	\$ 20.95
STEP 10	\$ 14.86	\$ 16.07	\$ 17.25	\$ 19.39	\$ 21.20
STEP 11	\$ 15.01	\$ 16.23	\$ 17.43	\$ 19.61	\$ 21.45
STEP 12	\$ 15.16	\$ 16.39	\$ 17.61	\$ 19.83	\$ 21.70
STEP 13	\$ 15.31	\$ 16.55	\$ 17.79	\$ 20.05	\$ 21.95
STEP 14	\$ 15.46	\$ 16.71	\$ 17.97	\$ 20.27	\$ 22.20
STEP 15	\$ 15.61	\$ 16.87	\$ 18.15	\$ 20.49	\$ 22.45
CAREER INC.	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00



# 2023-2024 School Year

Below are the payroll cut-off days and pay days.

August 2023 - August 2024

Cut-off Days	# of Days	Pay Days
Tuesday, August 15	22	Tuesday, August 22
Friday, September 15	22	Friday, September 22
Sunday, October 15	20	Friday, October 20
Wednesday, November 15	22	Wednesday, November 22
Friday, December 15	20	Thursday, December 21
Monday, January 15	17	Monday, January 22
Thursday, February 15	23	Thursday, February 22
Friday, March 15	20	Friday, March 22
Monday, April 15	18	Monday, April 22
Wednesday, May 15	22	Wednesday, May 22
Saturday, June 15	21	Friday, June 21
Monday, July 15	19	Monday, July 22
Thursday August 15	23	Thursday, August 22



**2023-2024**  
**Valley City Public School's Personnel Handbook**

**Handbook Acknowledgement Form**

I, \_\_\_\_\_, (print name),  
have received a copy of the employee handbook. I have read and understand the content,  
requirements, and consequences for any violations regarding the Personnel Handbook. I  
agree to abide by all the directives and other requirements contained in the Personnel  
Handbook. I understand that if I have questions at any time regarding the handbook, I will  
contact the Valley City Public Schools' Superintendent, Josh Johnson.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date