

**CLASSIFIED
EMPLOYEE
HANDBOOK**

2020-2021

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STATEMENT BY THE SUPERINTENDENT OF SCHOOLS

The purpose of the Employee Handbook is to provide the ***classified employees*** of the Tea Area School District 41-5 with information relevant to employment. The handbook provides a variety of information for ***classified employees*** ranging from policies and procedures, rules and regulations, to salary and salary-related items.

It shall be the responsibility of the ***classified employee*** to be familiar with the contents of the handbook and to adhere to the rules and regulations described herein.

**Dr. Jennifer N. Lowery
Superintendent of Schools
Tea Area School District 41-5**

SUPPORT SERVICES GOALS

Support services are essential to the successful function of a school system. Management of auxiliary operations is therefore an important responsibility of the district administration. It should be remembered, however, that education is the district's central function; all support services will be provided, guided and evaluated by this requirement.

In order to provide support services that are truly supportive of the educational program, the Board establishes these broad goals:

1. To provide a physical environment for teaching and learning that is safe for students, staff and public.
2. To provide safe transportation for students to and from school and nutritious meals for students.
3. To provide support services, resources and assistance to fulfill the needs and promote the goals of the educational program.

Tea Area School District 41-5 Non-Discrimination Policy Statement

Applicants for admission and employment, students, parents, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the Tea Area School District 41-5 are hereby notified that this school does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in admission or access to, or treatment or employment in, its programs and activities. Any person having inquiries concerning the schools compliance with the regulations implementing Title VI, Title IX, the Americans with Disabilities Act (ADA) or Section 504 is directed to contact the following persons designated by the school to coordinate efforts to comply with the regulations regarding nondiscrimination:

Title VII, Title IX..... David Preheim
Section 504..... Michael Bullis
ADA Jody Taylor, Spec. Ed. Director

Tea Area School District 41-5
PO Box 488
Tea, SD 57064
605-498-2700

Or you may contact:

Regional Director
Office for Civil Rights
U.S. Department of Education
8930 Ward Parkway, Suite 2037
Kansas City, MO 64114-3002
Telephone: 816-268-0550
Fax: 816-823-1404
TDD: 877-521-2172
Email: OCR.KansasCity@ed.gov

Individuals with disabilities who require assistance or special arrangements to participate in a program or activity sponsored by the Tea Area School District, please contact the superintendent, principal, or director. We request that you provide 48-hours notice so that proper arrangements may be made.

**Classified Employees Responsibilities
within the Policies of the Tea Area Board of Education**

Advertising

Agents are not allowed to solicit or otherwise interfere with employees in or about the school buildings at any time. Agents wishing to speak to an employee or discuss a product are to check with the District Business Office for clearance or actual purchasing approval.

Reporting Child Abuse

Please see Addendum II.

Family Night

Wednesday night is designated family night and no school activities are scheduled after 6:15 p.m.

Dangerous Weapons in School

Schools should be an example of what is taught regarding the observance and respect of law. School must be highly conscious of the health and welfare of students, staff and the public.

Board policy forbids any person to bring dangerous and/or illegal weapons or look alikes to school or school sponsored activities. Dangerous weapons taken from students shall be reported to the building principal and the student's parents. Anyone possessing weapons will be treated as dangerous and reported to the police. Confiscation of weapons will be reported to the police. Appropriate disciplinary and/or legal action shall be pursued by administration.

A dangerous and/or deadly weapon is defined as any firearm, knife, or device, instrument, material, or substance, whether animate or inanimate, which is calculated or designed to inflict death or serious bodily harm.

No firearms are permitted on any school premises, school vehicle or any vehicle used for school purposes, in any school building or premises used for school functions. An exception would be weapons under the control of law enforcement personnel, starting guns while in use at athletic events, firearms or air guns at fire ranges and supervised school training sessions for the use of firearms.

Legal Reference: SDCL 13-32-7; 22-1-2

Security

Reminder to all employees – be sure workstations are locked up when you leave. Remove all temptations and causes of theft. Keep your valuable belongings out of sight and your school keys safely out of reach. It is your responsibility to see that outside doors are locked upon leaving the building. Activity coaches are responsible for any and all security doors used during their practices. Security also means that coaches are not to leave practice areas unattended and are to be the last to leave. All outside access doors will be locked during the school day except those designated as entry doors.

Conditions of Employment

Purpose

The purpose of this classified handbook is to provide individuals, who are in a classified position, information they would need to carry out their assigned duties. This is not all inclusive, but contains the Board and Administration's expectations to assist classified personnel more effectively.

Statement of Guiding Principles for Staff Personnel and Faculties

In order to provide the best possible **education facilities and support services**, it is the goal of the Board of Education to recruit and retain the highest caliber of classified staff available. It is the policy of the Tea Area School District 41-5 not to discriminate on the basis of race, national origin, creed, age, marital status, or physical disability in its educational programs, activities, or employment policies as required by Title VI and BII of the 1974 Civil Rights Act, Title IX of the 1972 Educational Amendments, and the Federal Rehabilitation Act of 1973. The term "classified personnel" shall include classified staff, whether full-time or regular part-time.

Recruitment and Selection of Classified Personnel

Recruitment and selection of classified personnel shall be the responsibility of the administration. The superintendent shall have the authority to delegate recruitment and selection responsibilities to supervisors. Whenever possible, the preliminary screening of candidates shall be conducted by the supervisor(s) who will be directly in charge of the person being hired. Selection shall be based upon the merits of the candidates without regard to age, race, creed, color, sex, national origin, religion, or disability. Selection shall be based upon training, experience, and skill; demonstrated competence; suitability for the position; and the possession of, or the ability to obtain, a state license if one is required for the position.

Criminal Background Check

All new classified employees **must** have a criminal background check completed, which shall be paid by the district. Any adverse report which may appear regarding the employee which could affect the safety or well-being of the students shall be grounds for possible dismissal or non-consideration for employment.

General Items

A. Probationary Period

All newly hired employees shall have a ninety (90) day probationary period. Within the first 90 days of employment, this probationary period may be extended at the discretion of the supervisor. Employees hired late in the year will have the probationary period carried over into the next work year.

B. Workweek

Full time shall be forty (40) hours in a week. Hours will vary by job assignment. Employees will be assigned duty hours by the appropriate supervisor. Any change in duty hours must be approved by the appropriate supervisor and the superintendent.

C. Overtime

An overtime rate of time and one-half (1-1/2) will be paid to the classified employee for work beyond forty (40) hours of work per week. All overtime must be approved in advance by the Administrator/Supervisor and Business Manager or Superintendent of Schools. If an employee works unauthorized overtime, the employee shall be notified, in writing, to cease the practice. If the unauthorized overtime continues, the employee may be terminated.

D. Pay Differential Job Assignments/Night Differential

1. A classified employee who is assigned the responsibilities of a position by their supervisor/principal which is delegated to another classified employee whose base hourly wage is more than their assigned wage classification as indicated in the Classified Employee Handbook, shall after 240 continuous hours be paid the differential between the (2) assignments. The differential pay shall begin on the 241st hour and shall not exceed 480 hours. The supervisor/principal shall keep an accounting of said hour and notify the business manager in writing. The superintendent must approve any extension beyond the 480 hours prior to actual need to continue position change.

2. Custodians working the evening shift will be paid a twenty-five cent (\$.25) per hour night differential for hours worked between 6 p.m. and 6 a.m.

E. Compensatory Time

Compensatory time, when used, has to be taken in the same week in which it was earned, with the approval of the immediate supervisor.

F. Breaks

1. Each full-time employee is entitled to two (2) paid breaks of fifteen (15) minutes each during their regular work day. Employees employed at less than full-time, but more than five (5) continuous hours per day, will have one (1) paid break fifteen (15) minutes during the regular workday. Breaks are to be scheduled through the immediate supervisor.
2. All employees working five and one-half (5-1/2) or more consecutive hours per day are expected to take, minimally, a half-hour unpaid lunch break near the midpoint of their daily shift, unless this is further qualified by the needs of the specific job, to adjust up or down by thirty (30) minutes and approved by the classified employee's immediate supervisor.

G. Time Clock

The purpose of the time clock is to insure an accurate record of all hours worked by the employee, and to make sure employees are paid properly. Employees are required to punch in and out using his/her own code only, according to his/her schedule. Under no circumstances are employees to punch using another employee's code. Neither shall employees allow anyone else to punch using his/her code.

Employees are not permitted to punch in or start work more than five (5) minutes before the scheduled time, nor are they permitted to punch out or quit working later than five (5) minutes past the scheduled work time without authorization from their supervisor.

Employees must punch in and out for all lunch breaks.

Employees will be paid for all time worked per his/her schedule. All time worked beyond the schedule must be authorized and approved by his/her supervisor. Should an employee forget to punch in or out, it is the responsibility of the employee to inform the supervisor who will correct the error.

H. Pay Period

All staff members will be paid for time worked during their specified time period. The first pay period will be from the 1st day of the month through the 15th day of the month. These hours will be paid on the last day of the same month. The second pay period will be from the 16th day of the month through the last day of the month and will be paid on the 15th day of the following month. In the event that payday falls on a weekend or holiday, payroll will be issued on the business office workday preceding the weekend or holiday.

I. Payroll Payment Options

All staff members will be paid for time worked during their specified time period. The first pay period will be from the 1st day of the month through the 15th day of the month. These hours will be paid on the last day of the same month. The second pay period will be from the 16th day of the month through the last day of the month and will be paid on the 15th day of the following month.

The district reserves the right to pay all compensation by electronic funds transfer. Employees need to ensure that accurate information is timely provided to the district on personal bank account information. The district is not responsible if the employee fails to provide information

in time for financial transactions or provides inaccurate information. Employees are allowed only one direct deposit account at a time.

Tobacco Use on School Grounds

Employees are not to use tobacco or any nicotine delivery device on school property or in school vehicles at any time.

Substance-Free Workplace

The board expects the school district and its employees to remain substance free. No employee shall unlawfully manufacture, distribute, dispense, possess, use or be under the influence of any drug, alcoholic beverage or other controlled substance in the workplace as defined by federal or state law. "Workplace" includes non-school property if the employee is at any school-sponsored, school approved or school related activity, event or function, such as field trips or athletic events where students are under the control of the school district or where the employee is engaged in school business.

If an employee is convicted of a violation of any criminal drug offense committed in the workplace or outside of the workplace, the employee shall notify the employee's supervisor of the conviction within five (5) days of the conviction.

The superintendent will make the determination whether to require the employee to undergo substance abuse treatment or to discipline the employee. Any employee who violates this policy shall be required to successfully participate in a substance abuse treatment program approved by the board if the superintendent chooses not to utilize discipline measures. If the employee fails to successfully participate in a program, the employee may be subject to discipline up to and including termination.

The superintendent shall be responsible for publication and dissemination of this policy to each employee.

Grievance Procedure

In the event that a classified employee is concerned with an administrative/supervisor/board policy, decision or rule, said employee may register a complaint within fifteen (15) days of the decision or rule in the following manner:

1. Meet with the immediate supervisor and discuss the employee's concerns.
2. If not satisfied with the supervisor's resolution the employee will make a formal written complaint within ten (10) working days with the appropriate immediate supervisor.
3. The supervisor will provide the employee with a written response within ten (10) working days.
4. Appealing the immediate supervisor's written decision can be made to the superintendent of schools in writing within ten (10) working days.
5. The superintendent of schools will make a written decision within ten (10) working days and such decision shall be final.

No reprisals of any kind shall be taken by any party against any other participant in the grievance procedure by reason of such participation. All parties in interest may be represented at all steps of the grievance procedure by legal counsel.

Promotions, Vacancies, and Terminations

A. Transfers

Due to the needs of the school district the administration may involuntarily transfer a classified employee. When opportunities for transfer and/or promotion become available the classified employee may apply for a transfer to another classified position. The district shall give due

consideration to the merits of each employee presently employed. If and when applicants are judged to be equal, *administrative* determination will be the deciding factor. The District will not be bound to promote from within the ranks, nor will the district be incumbent to show cause why a transfer/promotion from within was not followed.

B. Promotion

When a promotion from within the district is made, the classified employee promoted shall be considered on probationary status for six (6) months in the new classification. However, if the classified employee assumes the responsibilities of the new position, and is not able to meet the expectations of the new position, an effort will be made to employ the person elsewhere in the school district.

C. Termination

If a classified employee desires to terminate employment, he/she is expected to give the district a fifteen (15) calendar day notice. Intent to terminate employment shall be given in writing to the Superintendent of Schools.

Classified Employee Retirement

Classified employees who will complete their current work agreement with the board may apply for retirement. No classified employee will be required to retire at any specific age.

Application for retirement will be considered made when the classified employee states in writing to the superintendent their intent to retire. The letter must state the employee's desire to retire, the proposed date of the last day of employment.

The classified employee may apply for early retirement between the ages of 55 to 65 if they meet the stipulations determined by the South Dakota Retirement System.

Board action to approve a classified employee's application for retirement or early retirement shall be final, and such action constitutes termination of the employee's services effective the day of the employee's requested retirement as approved by the board.

Classified Staff Development

The district encourages all classified employees to pursue professional and personal growth experiences through additional training opportunities. Occasionally, a classified employee may be required to update the skills needed in his/her area of responsibility. All plans for staff development involving expenditure of district funds or which require time away from the employee's assigned responsibilities shall be approved in advance by the superintendent. Staff development that requires the employee to be away from their regular assigned responsibilities will be compensated at the employee's regular rate of pay in accordance with FLSA.

Termination of Work Agreement

The classified employee is hired as an at-will employee. The position may be terminated, for any reason upon notice provided by the superintendent or school board.

Said employees may appeal the termination notice to the board of education. The board of education may, at its discretion, agree to hear the employee's version of the facts resulting in termination. The decision of the board of education shall be final.

Disciplinary Action Affecting Employees

When it becomes necessary for administrative supervisory personnel to discipline the classified employee they supervise, the following disciplinary actions will be taken; however, one or more levels of discipline may be omitted, depending on the severity of the incident.

1. A verbal reprimand.
2. A written reprimand. Written, dated and signed reprimands will be placed in the employee's personnel file. An affected employee will be afforded the opportunity to write a response to the written reprimand to be placed in their personnel file. A copy of the written reprimand will be given to the employee. The employee must respond to the written reprimand within ten (10) days of receiving the reprimand.
3. Suspension from duty with pay for an indefinite period of time, at the discretion of the superintendent.
4. Suspension from duty without pay for a determined length of time, at the discretion of the board of education.
5. Termination.

Said employee may appeal the disciplinary action to the board of education. The board of education may, at its discretion, agree to hear the employee's version of the facts resulting in disciplinary action. The decision of the board of education shall be final.

The school board may discipline employees in the same manner listed above. This procedure does not limit the employee's right of appeal, either through school district policy or codified South Dakota law.

Classified Staff Wages 2020-2021

Position	Base Hiring Rate / Hour
Custodian Class I (cell phone required)	\$14.14
Custodial Class II (cell phone required)	\$15.68
Building Supervisor (cell phone required)	\$15.68
Head Grounds Keeper (cell phone required)	\$15.68
Custodians Night Differential	\$0.25
Custodians CDL Incentive	\$0.25
Substitute Custodian	\$14.14
Business Services Specialist	\$18.00
Administrative Assistant (12 month)	\$14.09
Administrative Assistant (10 month)	\$13.29
Administrative Assistant Substitute Calling Differential	\$0.30
Standard Paraprofessional	\$11.53
Advanced Paraprofessional	\$12.53
Degreed Paraprofessional	\$13.53
Library Program Assistant	\$14.56
Library Program Assistant with Teaching Degree	\$15.61
Certified Sign Language Interpreter	\$19.44
Registered Nurse – Part-time	\$25.59
Substitute Registered Nurse	\$25.00
Food Service Site Manager	\$15.04
Food Service/Kitchen Help	\$13.14
Substitute Kitchen Help	\$12.74
TASK Program Assistant	\$13.32
TASK Lead Teacher	\$10.13
TASK Adult Aide	\$9.60
TASK Student Aide	Minimum wage
Crossing Guard	\$15.92

Transportation Personnel	Base Hiring Rate
Transportation Assistant	\$16.52
Regular Daily Routes (cell phone required)	\$42.84/shift
Substitute Drivers: Per route	\$38.64/shift
Long Route Differential (regular daily routes longer than one hour as approved by the Operations Manager)	\$5.00 additional/shift
Extra Curricular Activity/Special Education	\$13.37/hour
Overnight Trips	\$75.00/night + Extra Curricular Pay for Actual Driving Hours
New Hire Route Bus Driver Bonus (1 st year only)	\$250.00/semester
Referral Incentive – Staff member who refers a route or substitute bus driver that is hired and completes driving assignments	\$250 (Staff member paid \$125 at time of hire + \$125 after new hire has been driving for 3 months)

With superintendent approval, up to ten years of experience may be considered. No one may be hired at a higher salary than an existing employee with similar experience. Increase to hiring schedule must be at least 25¢ less than raise given to current employees.

Classified Staff Benefits

Fringe benefits (health insurance, dental insurance, etc.) will be offered to employees working at least 30 hours per week. All benefits are based on full time employee status of an eight (8) hour day and forty (40) hour workweek. Leave benefits will be prorated for employees working less than full time.

Benefits for 9 month classified staff are withheld during the 9 months of active payroll for benefit coverage over 12 months (September through August). Staff members who begin employment during the course of the year will have benefits adjusted accordingly.

Health Insurance

All employees who qualify for district employee benefit insurance programs are eligible to enroll. Continuation of enrollment is contingent upon remaining qualified **as stipulated by the insurance carrier**. Health insurance is available to employees under the prevailing district-endorsed group policies. Insurance benefits will begin on the first day of the month following the employee's start date (example: employee starts work on August 2nd – benefits will begin on September 1st.)

If they so elect, and are eligible for coverage, employees who work the equivalent of three-quarter time (thirty hours per week) or more shall receive health insurance benefits. The District shall provide, for each qualified employee, the following benefit of the Board chosen policy by coverage selection:

- Single – 90% - not to exceed \$550
- Employee + Children – 60% not to exceed \$650
- Employee + Spouse – 60% not to exceed \$740
- Family – 60% not to exceed \$1060
- 2 Employee Household – Employee + Spouse – 95% not to exceed \$1160
- 2 Employee Household – Family – 80% not to exceed \$1410

Employees have all rights as provided by state and federal regulations, regarding health and dental insurance.

Annuities

Tax sheltered annuities (TSA) or 403B plans will no longer be offered to any employee as of September 1, 2008. Current employees receiving the \$1200 stipend will continue to receive it unless their insurance election changes. The \$1200 will be split equally based on the number of pay periods elected by the employee and will be prorated for employees working less than full time.

Dental Insurance

Dental insurance is available to eligible classified employees who work a minimum regular assignment of thirty (30) hours or more per week. If they so elect, and are eligible for coverage, as stipulated by the insurance carrier, they shall receive full single dental insurance benefits prorated on the basis of a forty (40) hour workweek.

Life Insurance

Classified employees that work thirty (30) or more hours per week and meet the requirements of the insurance carrier are eligible for a supplemental life insurance benefit. Supplemental insurance is available, at the expense of the employee, at a premium to be determined by the insurance carrier.

Dependent coverage is also available, at the employee's expense, at a premium to be determined by the insurance carrier.

Employees working at least three quarter time (30-or more hours per week) are provided a \$10,000 life insurance benefit.

South Dakota State Retirement

All classified employees who work twenty (20) or more hours per week are required to participate in the state retirement plan. Classified employees become eligible for benefit payments upon retirement provided that the employee has reached the appropriate age determined by the South Dakota Retirement criteria.

Social Security and Worker's Compensation

These benefits are fixed by regulations and are available to each employee beginning with the first day of his/her employment. Any employee injured in the performance of his/her duties shall immediately report the injury, circumstances, and name of witnesses to the employee's supervisor and to the business manager. Any injury not reported within twenty-four (24) hours may not be eligible for compensation.

All accidents will be documented on the official accident report form to insure that the employee receives all benefits to which he/she is entitled to. Classified employees who are injured while working for the Tea Area School District and as a result, are entitled to worker's compensation, may draw benefits when reimbursable sick leave is exhausted. His/Her wages shall revert to the amount of the worker's compensation payment per the statute.

Classified Staff Leave Policies

Leave benefits (sick leave, personal leave, etc.) will be offered to employees working at least 30 hours per week. All benefits are based on full time employee status of an eight (8) hour day and forty (40) hour workweek. Leave benefits will be prorated for employees working less than full time or less than the full working year as defined by the designated position.

Classified Sick Leave

The school board reserves the right to cancel or revise any provisions of the schedule and has no legal obligation to retain this leave plan.

- Classified employees shall be granted sick leave of ten (10) days per year based on employee's work hours/schedule. Benefit hours will be prorated to length of time on the job for the first year of employment. All new employees, upon completing thirty (30) regular working days, shall be entitled to the sick leave and sick leave assistance programs.
- An eligible employee is defined as an employee who has worked thirty (30) or more hours per week and is employed by the district for a defined position and designated time period during the school term or the fiscal year.
- All sick leave is computed in the business office and shall be credited to the employees account. Returning employees who have accumulated 45 or more days of sick leave may choose from one of the following options:
 - Ten additional sick days will be added to any unused sick leave from previous years; or,
 - Six additional sick days and one additional personal day will be added to leave from the previous year. This option cannot be in excess of the maximum of four personal days allowed per year and is not available to 12 month employees with vacation benefits.

Please note that staff members must notify the business office in writing by September 1st of the qualifying school year or the standard election of ten sick days will be automatically given.

- Sick leave can accumulate to a maximum of fifty (50) days.
- At the completion of the school year, staff will receive compensation for each day accumulated over the fifty (50) day total. Compensation will be 25% of regular hourly rate for hours accumulated over the fifty (50) day total.
- Sick leave can only be used during the work year of the employee.
- An employee may use accumulated sick leave for care of an ill family members. "Family" shall be defined as parent, child, stepchild, spouse, brother, sister, mother/father-in-laws, grandchild, and grandparent.
- An employee's absence in excess of two (2) assigned work days will have the hours credited as sick leave only upon the presentation to the business office of a physician's written statement, if requested by the immediate supervisor, that the illness was of sufficient seriousness to prevent the employee from working.
- In those circumstances in which an employee has an unanticipated family emergency for which there is no other available leave, the employee may submit a request to the Superintendent for up to two days of unused sick leave for such emergency. In considering the request, the Superintendent shall consider factors including but not limited to the availability of other paid or unpaid leave, the severity of the emergency, whether the need for leave was foreseeable, and the needs of the District; however, the approval of such request shall be in the sole discretion of the Superintendent.

Excessive short-term interruptions of illness may also require a physician's written statement. Unapproved sick leave shall be deducted from the employee's next regular payroll check and could result in termination. Deductions will be made from the employee's wage for additional hours of absence due to illness. The amount of the deduction will be determined by the employee's hourly wage.

Abuse or misuse of this provision by an employee could result in that employee losing all accumulated sick leave time accrued from previous years of employment or employment termination. The interpretation and application of the sick leave rules shall be vested in the superintendent of schools.

Sick Leave Assistance Program

1. A Sick Leave Assistance Program (Program) shall be established which contains days contributed by a classified employee of District #41-5. All employees working more than thirty (30) hours per week and who contribute to the Program are eligible to participate.
2. To be eligible to participate in the Program, participants must comply with the following additional requirements:
 - a. All new or first year employees (who have never contributed before) that are eligible to use the Sick Leave Assistance Bank must contribute a minimum of one day but no more than three days in order to be eligible for the bank. All other employees not currently participating may contribute a minimum of one but no more than three sick days to become eligible for the bank.
 - b. A participant must have exhausted all paid leave before receiving leave assistance.
 - c. A sick leave assistance contribution form will be filled out and returned to the business manager by September 10th of each year by each new employee (see 2a) or by all other staff when a contribution is necessary (see 2e below). Employees may voluntarily contribute up to three days to the bank on years that they otherwise would not be required to do so.
 - d. Employees in the system must contribute during the enrollment period which is the first 30 days of employment in each school year in order to be eligible to participate in the program.
 - e. If at the end of the school year the total number of contributed days in the bank falls below five hundred (500) days, the following school year will be a contribution year

and any participant who wishes to remain eligible for the sick bank must contribute at least one but not more than three days.

3. This bank is for the protection of individual participating employees during a serious health condition. The employee may use the sick bank for a family member defined as:
 - Spouse, and parents thereof;
 - Children, included adopted children, and spouses thereof;
 - Parents;
 - Brother and sister thereof;

The eligible employee may request days from the bank not to exceed forty (40) days in one school year. Unused days granted under the sick leave assistance program in a given year shall revert back to the Program.

4. After exhausting available leave under the Parental Leave Policy, sick leave assistance may be used for maternity leave resulting from complications of pregnancy if a doctor certifies the staff member is to remain off work due to a serious health condition. A caesarean section is not eligible for sick leave assistance unless complications arise.
5. The application for sick leave assistance will be submitted to the business office, which will review the application to ensure that it meets the criteria for the Sick Leave Assistance Bank. If the application is deemed to not meet the criteria, the Superintendent will notify the applicant and the sick leave assistance committee as to the reason(s) that the application was not accepted or is incomplete. If an application is not accepted or is incomplete, the individual may resubmit a request for consideration within thirty (30) days if pertinent additional information is provided for administration to consider. An eligible application will be forwarded to the sick leave assistance committee. The sick leave assistance committee shall be composed of four (4) classified employees who volunteer to serve on the committee from the ranks of the classified employees and the business manager. The committee shall review applications for sick leave assistance. The Committee must have a written statement from the applicant's doctor stating the medical need and the date the employee may return to work. The committee shall meet to consider the requested leave and inform all appropriate parties of its decision in writing.
6. The maximum number of days to be used from the assistance program by all members shall not exceed a total of 200 days per year. Distribution of days shall be determined by the timeliness of the application, by who applies first as determined by the Committee and the receipt of the application by the business manager.
7. The term *serious health condition* has the same meaning as used in the Family and Medical Leave Act of 1993 (FMLA) except in #4 above (complications of pregnancy). That definition includes such conditions as cancer, heart attacks, strokes, severe injuries, or Alzheimer's Disease. The term *serious health condition* is not intended to cover short-term conditions for which treatment and recovery are very brief. The common cold, influenza, earaches, upset stomach, headaches (other than migraines), routine dental or orthodontia problems, etc., are not serious health conditions unless complications arise. For example, for most individuals who contracted H1N1, this influenza did not rise to the level of a serious health condition. The agency may require medical certification of a serious health condition. The minimum number of days that may be granted is three (3).

(Sample)

I, _____ (Classified Staff Member) would like to contribute _____ days toward

Sick Leave Assistance Program.

Date

Signature

Unused Sick Leave Bonus

Employees who do not use any sick leave during the course of the entire work year may choose one of the following bonuses:

1. \$75 payment to be paid in the June Extra Duty Payroll
2. One additional personal day the following school year. This bonus day is not subject to the four day personal leave cap but cannot be carried over to a subsequent year.

Please note that staff members must notify the business office in writing by June 5th or the standard election of the \$75 payment will be automatically given.

The one (1) day contributed to the sick leave assistance program shall not be counted as a sick day used for the purpose of payment under this section.

Federal Family Medical Leave Act

The Tea Area School District #41-5 shall abide by and comply with all applicable provisions of the Federal Family Medical Leave Act and amendments thereto and provide said benefits to the classified staff. The district administrative offices shall maintain and distribute, upon written request, the current regulations as instituted by federal statute(s).

Parental Leave

Parental leave shall be available to employees after a child's birth for up to six (6) calendar weeks from the date of delivery. Parental leave shall be taken from available accrued sick/personal/vacation leave. Scheduled holidays and other non-work days will not be deducted from sick/personal/vacation leave but are counted as part of the six calendar weeks.

If possible, the employee should notify their supervisor at least two (2) weeks in advance of parental leave absence.

In the event of a caesarean delivery, the certified staff member will have the possibility of utilizing a maximum of eight calendar weeks of paid sick/personal/vacation leave, with the same stipulations as stated above for the six calendar week terms.

In the case of adoption of an infant under the age of 60 months, the parental leave will be the same as for a natural birth child of those parents.

For all parental leave stated above, the district will authorize additional unpaid leave in accordance with the district approved FMLA policy.

Holidays

Each twelve (12) month full time classified staff member (30 or more hours per week) in a defined position shall be granted the following paid holidays each year:

Labor Day, Thanksgiving Break, Christmas Eve, Christmas Day, New Year's Day, President's Day, Easter Break, Memorial Day and Independence Day. If any of the holidays should fall on Sunday the following Monday shall be considered the holiday; if any of the holidays should fall on a Saturday the preceding Friday shall be considered the holiday. If it is not in the District's best interest to follow this schedule, the employee shall be provided time off equivalent to their work schedule within the next ten (10) working days.

Vacations

Twelve (12) month classified employees scheduled and working an average of thirty (30) hours each week in a designated 12 month position shall earn vacation leave according to the

following schedule. Vacation hours are based on full time employment (40 hours per week) and will be prorated to actual number of scheduled hours if employee is less than full time.

<u>Consecutive Years of service</u>	<u>Vacation leave earned</u>
1-5	80 hours
6-16	120 hours
17+	160 hours

- Vacation leave may not be taken during the sixty (60) day probation period.
- To compute years of service, employee will be credited for service during the school year in which their start date occurred.
- Vacation may only be taken after it is earned and is computed on a monthly basis.
- First year employees with less than a full year of full-time service as of June 30th shall have their vacation time prorated accordingly.
- The specific date of vacation shall be cooperatively worked out between the employee and his/her supervisor/administrator. The specific dates when vacation is desired shall be requested in writing to the supervisor/administrator no less than ten (10) days prior to the beginning vacation date.

The supervisor/administrator will strive to honor the wishes of the employee based on the following criteria: Needs of the district as determined by the supervisor/administrator, date the request was submitted to the supervisor/administrator and the number of requests submitted over that time period. Earned vacation may be taken during the thirteen (13) month period of July 1 to July 31. Vacation hours may not be carried over the thirteen (13) month employment status.

Bereavement Leave

Bereavement leave is defined as paid leave that is available to employee at the time of death or funeral of a member of the employee's immediate family as defined below or other person close to the employee.

1. A total of five (5) days shall be allowed, per death, in the employee's family to be defined as a parent, child, wife, husband, brother, sister, parent-in-law, brother-in-law, sister-in-law, grandchild, and grandparent.
2. Leave for a maximum of three (3) days per work year shall be allowed to attend the funeral of other persons close to the employee.

Civic Leave

A classified employee may receive leave and may be excused at the discretion of the superintendent to discharge civic responsibilities in which the employee has achieved leadership. Not over sixteen (16) hours, prorated for part time employees, shall be granted to any employee for this purpose in any work year, however, the total number of hours shall not exceed eighty (80) hours for all classified employees.

Unpaid Leave

An employee may receive additional hours of leave, up to twenty-four (24) hours for full-time employees, and prorated for part-time employees, as "leave without pay", under the following provisions:

- A written request stating reasons for leave is submitted to the immediate supervisor for approval by the superintendent.
- In the event of an emergency the employee must notify his/her supervisor and complete the leave form upon their return to work. The appropriate wages shall be deducted from the employee's next payroll check for the hours taken.
- All appeals made by the employee shall be acted upon by the superintendent whose decision shall be final.

- Excessive or intermittent leave above leave balances may result in disciplinary action.

State Activities Leave

A classified staff member may request one day of tournament leave per year for attendance at state events (i.e. chorus, band, volleyball, basketball, football, track, cross country, etc.), in which a Tea Area School District student family member is participating and the event is sponsored by the South Dakota High School Activities Association. Activity leave may be granted by the superintendent at his/her discretion.

Personal Leave

The Tea Area School District #41-5 shall provide two (2) days personal leave to all staff working thirty (30) or more hours per week who are not eligible for vacation benefits subject to the following conditions:

1. Granted upon approval of the administration for requests made ten (10) days in advance.
2. Will not be granted if ten (10) or more staff members are gone on any one day.
3. Personal leave may be used to extend a vacation or holiday period.
4. Personal leave may not be used during the first or last week of the school year.
5. Exceptions may be granted by the superintendent.
6. Staff members who do not use all of their personal leave may elect to transition the unused leave in one of the following ways. The staff member must notify the business office on or before May 15 of the current year as to their option choice or option "a" will be used as the standard election.
 - a. Two personal days may be carried over to the next school year. Personal leave can accumulate to a maximum of four (4) school days per year.
 - b. One personal day may be carried over to the next school year and one day may be transferred into the staff member's sick leave.
 - c. Two personal days may be transferred into the staff member's sick leave.
 - d. Staff may elect to receive payment of 25% of regular hourly rate for the hours of up to two (2) personal days.

Jury Duty

An employee who is required to respond to a call for jury duty shall be excused from work. Classified employees that serve on jury duty shall have the amount of the fee received for jury duty deducted from their next payroll check or the employee may submit the jury reimbursement to the district and no deduction will be made from the employee's check.

Complimentary Activity Pass

The school board shall issue one complimentary staff activity pass to all classified staff members working over 20 hours per week, to include the classified staff member plus their spouse and children grades K-12 residing in the employee's household, to allow admission to all regular season home activities.

Transitional Return to Work

The Tea Area School District is committed to assisting employees injured on the job to return to productive employ as soon as possible. The administration and employee's medical professional shall develop guidelines that will determine appropriate job duties and schedules for injured employees. Human Resources will be responsible for communications with the injured employee concerning their job assignments. Human Resources in coordination with the employee's supervisor will manage the transitional duty program. The employee's ability to return to work in any capacity will be monitored by the attending physician and the worker's compensation insurance company handling the claim. The failure of the injured employee to follow all stipulations of the transitional duty program may cause the removal of that employee from the program and affect worker's compensation benefits.

Workday/Staff Dismissals

For the purpose of early dismissal, classified aides are defined as follows:

Clerical aide: primary duties do not require classroom student contact (i.e. office aide, library aide)

Student aide: primary duties require classroom or other direct student contact. (i.e. preschool, resource, or 1:1 aides)

Inclement Weather

On days when school is not in session due to inclement weather, classified personnel will be expected to be on duty, unless otherwise instructed by their immediate supervisor. Educational aides shall only report if school is in session. The superintendent of schools or the appropriate immediate supervisor will decide whether any classified employees will need to be on duty. If the classified employee does not report to work, or arrives late, or leaves early, or is excused by their immediate supervisor, the employee should clock in/out accordingly. Only hours worked will be compensated.

Emergency Dismissal and/or School Closing shall be defined as any situation that constitutes a clear and present danger to the health, safety, and welfare of the students, teachers, and district employees in school.

When school is closed due to inclement weather:

- A. Classified employees, who are notified at least thirty (30) minutes prior to their shift, are not to report unless requested to do so. Employees should check the district website, their district email, and/or local media outlets for closure information. If in doubt, employee should contact their supervisor for instructions.
- B. Night shift classified employees will be notified at least thirty (30) minutes prior to their shift not to report to work. They will be paid according to 'A' above.
- C. It is the responsibility of all employees to check the designated television or radio stations for school closing information.

Restricted Days

- A. Delayed Start: Secretarial staff must report to work at their regularly scheduled time. Other employees may report at 9:30am on an unscheduled two-hour late start unless otherwise instructed by their supervisor. Employees who come in late will not be paid for the unworked hours.
- B. Early Dismissal: Unless instructed to finish their shift by their supervisor, employees may be released fifteen (15) minutes after all students have dismissed.
- C. Administrative Assistants shall report for their regular shift. The employee may be excused due to safety by their immediate supervisor or the superintendent to not report to work or to leave early. They will be paid according to A and B above.

Scheduled Early Dismissal Days

Classified staff are required to complete their regular shift on early dismissal days due to in-service, conferences and end-of-the-quarter. If the classified employee leaves early or is excused by their immediate supervisor, this should be reported on their time sheet, and the appropriate hours will be deducted from the employee's next regular pay period.

General Information

Public Relations

Support Staff Relations to Pupils and Public – In general, students are the responsibility of the certified staff. Except, as noted below, support personnel should assume only moderate responsibility over students. A concern should always be for the life and safety of students and others when it is evident that conditions are threatening, classified employees should intervene.

- A custodian is in charge of a building during “off” hours when he/she is present when other **certified** staff are not present to supervise.
- Any classified staff member may intervene during “off” hours when he/she is present when other **certified** staff are not present to supervise.
- **Classified staff are to report ALL incidents with students or others to their immediate administrator/supervisor as immediately as possible and shall make a written report within forty-eight (48) hours.**

Visitors

Visitors are always welcome in the Tea Area School District. However, in order to insure the health, safety, and well-being of the students and staff, each person will be required to stop at the main office to indicate his/her purpose for being in the school building and must have permission to visit classrooms or students from the building principal or secretary.

Injury to Individuals (procedures to follow)

- A. If an injury to an individual occurs, inform the school nurse, building principal, supervisor, or designated person. If the illness or the injury is not serious, send them to the nurse’s office with a responsible person and/or contact the office using the intercom and/or send another responsible person.
- B. The office will contact the parents/guardian, or responsible party, if necessary, using the emergency information found in the building office.
- C. Stay with the ill or injured party until relieved by the school nurse, building principal or his/her designee; or in the case of a student, the above individual(s) or his/her parent(s)/guardian.
- D. NO medication is to be administered.
- E. ALL accidents, no matter how minor, will be recorded on the accident forms provided in the school building site or the administrative office.

Emergency Situations

When drills of any kind are taking place, and students are instructed to react to the drill, the classified staff person should participate by simulating what he/she is to do during an actual occurrence of the drill. When an emergency arises that directly affects the learning environment or the safety and welfare of the individual in the building, the following shall supersede the classified employee’s regular schedule:

1. Any classified staff member shall do all in his/her power to correct the emergency as need dictates. He/she must report the situation to the building principal or to the staff member’s immediate supervisor or to the school nurse as soon as reasonably possible.

Disposal of Property

Classified staff are not to dispose of District or student supplies, equipment, clothing, etc., unless directed by their supervisor or building principal.

Violence Policy

Any employee injured and unable to accomplish their duties as a result of violent acts under course of employment shall be provided salary, benefits for up to 12 months, and medical costs as per the school district’s insurance policy guidelines. No deductions from accumulated leaves will be made.

Transportation Personnel

School Vehicle (Bus) Drivers

“Bus Driver” for the purpose of this section is an employee who drives a CDL required large capacity bus regular transportation/route.

“Regular Transportation/Route” is defined as those trips made with a CDL required large capacity bus designed to transport students from residence or designated bus stop location to school of primary assigned attendance at the beginning of their regular school day and return them to their residence or designated bus stop location at the regular or designated closing of the regular school day. Scheduled “late bus” runs are considered “regular transportation” for compensation purposes. The total time for regular transportation to or from school in either the AM or PM shall be listed as part of the wage scale.

A “special/extra-curricular trip” is defined as the route which the district vehicle takes from the time it departs the bus parking area until it returns to the bus parking and is parked and cleaned. Special trips include all curricular, extracurricular, field trips, activity runs, charter runs, alternative education sites, etc.

ALL overnight trips’ terms are set on the wage schedule. Any alterations must be approved by the Business Manager and/or Superintendent. A summary of economic terms shall be committed to writing with each party receiving a copy.

School Vehicle (Bus) Driver Benefits

Classified staff members with a primary employment classification of “Bus Driver” as defined above shall receive sick, personal, and bereavement leave as follows. Leave is not available for substitute or temporary bus drivers and shall be prorated to the number of routes driven per day (two routes per day = full benefits; one route per day = half benefits). If staff member has primary employment in another position within the district, the benefits for the employee will be those of the primary assignment.

Bus Driver Sick Leave

- Bus drivers shall be granted five (5) sick days each year. Drivers starting during the school year will have leave prorated to the first date of employment. Sick leave may accumulate to a maximum of fifty (50) days.
- Sick leave can only be used on scheduled work days.
- Bus driver may use accumulated sick leave for care of an ill family member. “Family” shall be defined as parent, child, stepchild, spouse, brother, sister, mother/father-in-laws, grandchild, and grandparent.
- An employee’s absence in excess of two (2) assigned work days will have the hours credited as sick leave only upon the presentation to the business office of a physician’s written statement, if requested by the immediate supervisor, that the illness was of sufficient seriousness to prevent the employee from working.
- Excessive short-term interruptions of illness may also require a physician’s written statement. Unapproved sick leave shall be deducted from the employee’s next regular payroll check and could result in termination. Deductions will be made from the employee’s wage for additional hours of absence due to illness. The amount of deduction will be determined by the employee’s pay rate.
- Abuse or misuse of this provision by an employee could result in that employee losing all accumulated sick leave time accrued from previous years of employment or employment termination. The interpretation and application of the sick leave rules shall be vested in the superintendent of schools.

Bus Driver Personal Leave

- The district shall provide two (2) days personal leave per year to bus drivers subject to the following conditions:
 1. Granted upon approval of administration for requests made ten (10) days in advance.
 2. Will not be granted if multiple drivers are gone and a substitute cannot be arranged.
 3. Personal leave may be used to extend a vacation or holiday period.
 4. Personal leave may not be used during the first or last week of the school year.
 5. Exceptions may be granted by the superintendent.
 6. Bus drivers who do not use all of their personal leave may elect to carry over two personal days to the next school year. Personal leave can accumulate to a maximum of four (4) school days per year.

Bus Driver Unused Leave Payment

- Bus drivers shall be granted a \$250 bonus if they do not use any leave of any type (sick or personal) by the end of the school year. Bereavement leave does not count toward this payment.

Bereavement Leave

- Bus drivers shall be granted a maximum of three (3) days per work year for bereavement leave.