

Parkston School District #33-3

Board of Education

And

Parkston Education Association – Classified Employees

Negotiated Agreement

2012-13

## **Recognition**

This contract is entered into, by and between the Parkston Education Association (PEA), an affiliate of the South Dakota Education Association (SDEA) and the National Education Association (NEA), hereinafter called the "Association," as the sole and exclusive representative of all as the sole and exclusive representative of custodians and paraprofessionals in the Parkston School District and the Board of Education of the Parkston School District, hereinafter called the "Board", and its successor boards. The Board has a statutory obligation pursuant to SDCL 3-18 to negotiate with the Association as the sole and exclusive representative of its classified personnel. This agreement shall be effective from July 1, 2010 to June 30, 2011, unless otherwise specified. The parties, having reached certain understandings which they desire to confirm in this contract agree on the following:

## **Negotiated Agreement**

The purpose of this document is to present items relative to the terms of employment between the classified staff and the Board of Education in the Parkston School District for the current contract year. Included are rates of pay, wages, hours of employment or other conditions of employment as they relate to members of the bargaining unit represented by the Parkston Education Association.

## **Board & Organization Rights**

Whenever notice is required to be given by either of the parties to any Board-employee agreement, pursuant to any provision(s) of the agreement, either party may do so by written notice at the following places:

1. If by an employee organization, to the President of the Board at the District Main Office.
2. If by the Board, to the President of the respective organization at his/her appropriate address as filed with the Board

## **Organization Rights**

PEA-CE recognized by the Board may have the right to:

1. Use of school buildings at all reasonable hour for meetings outside of the school day. Permission of the Principal or his/her designee shall be required.
2. Use school equipment, including typewriters, duplicating equipment, calculating machines and audio-visual equipment at reasonable times when such equipment is not is use. No equipment shall be removed from school property without approval by the Principal. PEA-CE will pay for material used and any damage, loss, or theft of borrowed property.
3. Use inter-school mail facilities. Permission of the Principal or his/her designee shall be required.

4. Use of bulletin board in employee lounges and work area.

### **Employment at Will**

All support staff shall be deemed employees at will and may be terminated at any time with or without cause.

Association business hours

All Association business will be conducted during non-work hours. This includes all meetings, preparing for negotiations, and any business that is directly associated to association business.

### **Personnel Records**

Each employee shall have the right, upon written request, to review the contents of his/her own personnel file in the presence of a witness, except that all confidential materials supplied by the outside agencies concerning an original employment may be removed from the file and shall not be subject to review by the employee. The employee may request a third party to accompany him/her in such review.

### **Salary Checks and Deductions**

Employees may request that the school district business office withhold deductions from their checks for organizational dues, annuities, etc. All deductions requests must be in the business office before the opening dates, which are either September 1 or January 1. (No new companies will be started in the district unless, a minimum of 10% of the district's employees join the new company.)

### **Payment of Wages:**

The salary of all employees shall begin at the time they report for duty.

### **Pay date -Direct Deposit**

Payroll will be issued once monthly on the 15<sup>th</sup> of each month. Employees will have the option to be on electronic direct deposit or issued a check.

### **Grievance Procedure Policy**

#### **Definitions:**

- A. The term "grievance" means a complaint by an employee or a group of employees based on an alleged violation, misinterpretation, or inequitable application of any existing agreements, contracts, ordinances, policies or rules of the state of South Dakota or the

board, as they apply to the conditions of employment. Negotiations for, or a disagreement over, a non existing agreement, contract, ordinance, policy or rule is not a "grievance" and is not subject to this policy.

- B. The term "employee" except, where otherwise indicated, is considered to apply to any employee covered by this master agreement. The term "employee" may include a group of employees who are similarly affected by a grievance.
- C. An "Aggrieved person" is the person or persons making the claim.
- D. A "party in interest" is the person or persons making the claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
- E. The term "days" when in this policy shall, except where otherwise indicated, means calendar days.
- F. "Association" shall mean the Parkston Education Association
- G. "The Board" shall mean the Board of Education of the School District.

**Principles:**

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problem which may arise affecting the welfare or working conditions of employees.
- B. All parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
- C. Nothing herein contained shall be construed as limiting the right of any employee having a problem to discuss the matter informally with any member of the administration or with any representative of the Association at any time.
- D. Any employee or group of employees has the right at any time to present a grievance through this grievance policy.
- E. Forms for filing a grievance shall be included in the negotiated agreement so as to facilitate the grievance procedure.

**Time Limits:**

- A. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual agreement in writing.
- B. In the event a grievance is filed at such time that it cannot be processed by the end of the

school year, the time limits set forth herein may be reduced so that the grievance procedure may be completed prior to the end of the school year or as soon thereafter as it is practicable.

- C. The grievant(s) shall begin informal grievance procedures within 30 days after the grievant knew, or should have known, of the alleged action giving rise to the grievance.

**Informal Procedures:**

- A. If an employee has a grievance, he/she should first discuss the matter with his/her principal, administrator, or supervisor to whom he/she is directly responsible in an effort to resolve the problem informally. The employee may pursue the matter with other administrators or supervisors if dissatisfied with the immediate supervisor's disposition. Association representatives may assist in his/her efforts to resolve the problem at all levels of the grievance procedure.

**Formal Procedures:**

1. **IMMEDIATE SUPERVISOR.** If an aggrieved person is not satisfied with the disposition of his/her problem through informal procedures, he/she may submit his/her claim as a formal written grievance to his/her immediate supervisor within 15 days of initiating informal procedures. The principal shall within five (5) days render his/her decision and its rationale in writing to the aggrieved person.
2. **SUPERINTENDENT OF SCHOOLS.** If the grievance is not resolved by the immediate supervisor, the grievant(s) or association may refer the grievance to the Superintendent within five (5) days of the immediate supervisor's written disposition of the grievance. The Superintendent shall arrange with the grievant for a meeting to take place as soon as possible, but not later than five (5) days after receipt of said disposition. Within five (5) days after the meeting, the grievant/association shall be provided with the Superintendent's written response, including reasons for the decision.
3. **SCHOOL BOARD.** Within five (5) days after receipt of the above disposition, the grievant may, if the grievance remains unsolved, appeal to the School Board. The Board shall hold a formal hearing with the grievant/association within ten (10) days or at the next Board meeting, at the discretion of the Board. It is the responsibility of the School Board president to notify the grievant/association of the hearing date and time. The Board shall serve a written disposition of the matter on the party or parties and the association within five (5) days after the hearing.
4. If the grievant(s) or association is not satisfied with the disposition of his/her grievance at level 3, the aggrieved person may within thirty (30) days of receiving the decision at Level 3, appeal to the Dept. of Labor.

**Rights of Participation:**

When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the procedure.

**Class Grievance:**

If a grievance affects a group of employees, the grievant(s) and/or the association may begin the grievance process at level 1 or 2.

**Waiver of Steps:**

In the event that the grievance remedy is beyond the power of the immediate supervisor to grant, the grievance may be initially filed at level 2 or 3, whichever is the lowest level with the power to make the grievant whole.

**Grievance withdrawal:**

A grievance may be withdrawn at any level without establishing precedent.



**REPLY TO LEVEL ONE GRIEVANCE**

Date of reply sent to aggrieved person: \_\_\_\_\_

NAME OF AGGRIEVED PERSON: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

SCHOOL: \_\_\_\_\_

DATE OF PRESENTATION OF GRIEVANCE TO IMMEDIATE SUPERVISOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DECISION OF IMMEDIATE SUPERVISOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNED: \_\_\_\_\_

(Aggrieved Person)



**REQUEST FOR SETTLEMENT OF GRIEVANCE (LEVEL TWO)**

(copies of request for settlement of grievance Level One and reply must be attached)

DATE OF PRESENTATION TO SUPERINTENDENT: \_\_\_\_\_

NAME OF AGGRIEVED PERSON: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

SCHOOL: \_\_\_\_\_

DATE OF REPLY TO LEVEL ONE GRIEVANCE: \_\_\_\_\_

STATE REASONS FOR SUBMISSION OF GRIEVANCE TO LEVEL TWO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SETTLEMENT REQUESTED:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNED: \_\_\_\_\_

(Aggrieved Person)



**REQUEST FOR SETTLEMENT OF GRIEVANCE (LEVEL THREE)**

(copies of request for settlement of grievance Level One and reply must be attached)

DATE OF SUBMISSION TO BUSINESS MANAGER: \_\_\_\_\_

NAME OF AGGRIEVED PERSON: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

SCHOOL: \_\_\_\_\_

DATE OF REPLY OF SUPERINTENDENT TO LEVEL TWO GRIEVANCE:

\_\_\_\_\_

STATE REASONS FOR SUBMISSION OF GRIEVANCE TO LEVEL THREE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SETTLEMENT REQUESTED:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNED: \_\_\_\_\_

(Aggrieved Person)



## COMPLAINT PROCEDURE

### A. PURPOSE

This procedure is designed to provide a process for handling such problems that cannot be solved in an informal manner. Efforts will be made to solve problems informally.

1. Complaints that cannot be solved informally, regarding the performance or misconduct of any employee will be handled according to the following policy. Anyone approached with a complaint will inform the person(s) making the complaint of the proper method for registering the complaint. After informal efforts have been exhausted, complaints not filed following the policy will not be acted upon nor will they be recorded or given any other official recognition.
2. Complaints will be in writing and signed by the party making the complaint. The complaint will specify the person(s) involved, details of the alleged misconduct or reason for the complaint and supply any supportive evidence.
3. Formal complaints must be filed within 20 school days after the date of the alleged misconduct or reason for the complaint.

### PROCEDURE

1. Formal complaints against school personnel will be made by completing "Complaint Form A" and filed through the immediate supervisor of the person being complained against.
2. Upon receipt of a signed complaint against any school employee, the immediate supervisor of the person being complained against will meet privately with the employee and will provide the employee with a copy of the complaint and discuss the complaint. The employee will provide a response/rebuttal to the complaint by completing "Complaint Form B" which will be attached to the complaint and provided to the person making the complaint.
3. If the immediate supervisor feels the complaint is grounds for further action or if the complaint is to be made part of the employee's record, the employee must be informed of this in writing. An employee so notified has the right to request a meeting with the administration and the complaining party. Both parties have the right to be accompanied by a representative of the local association or other person of their choice.
4. The complaining party also has the right to request a meeting with the administration and the person being complained against.. Both parties have the right to be accompanied by a representative of the local association or other person of their choice.
5. Any record or recommendation as a result of the complaint will be supplied to the employee only. The complaining party does not have the right to know what record or recommendations were made regarding the complaint.
6. Before the employee may be disciplined or reprimanded by the board or administration, the employee will be entitled to a hearing before the board and to confront the person bringing the complaint's; he/she has the right to cross examine the person bringing the complaint and offer rebuttal evidence to the complaint. He/she shall also have a right to have a representative present and the complaining party will also have the right to have a representative present and specify the reasons for a complaint

Complaint Form "A"

Date \_\_\_\_\_

Name and Address of Person Making Complaint: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of Action Causing Complaint: \_\_\_\_\_

Name of Person(s) Being Complained Against: \_\_\_\_\_

Complaint: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(attached another sheet if necessary)

Supportive Evidence or Witnesses: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(attached another sheet if necessary)

\_\_\_\_\_  
(Signature of Person Making Complaint)

**Complaint Form "B"**

Date \_\_\_\_\_

Date Contacted About the Complain \_\_\_\_\_

Response to Complaint: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Attach another sheet if necessary)

Supportive Evidence or Witnesses: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Attach copies of materials if necessary)

**Recommendation**

I recommend no record or further action be taken.

I recommend a record be kept but no further action be taken regarding this complaint.

I recommend the following action be taken: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Signature of Principal or Superintendent)

I have been informed of the complaint, have been given an opportunity to respond and have been informed of the above recommendation.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## OASI & Employee Retirement

Employees must be members of the Social Security Program and all employees must become members of the S.D. Retirement System. They may voluntarily choose to be members of the health and accident insurance program.

### Insurance:

Single policyholders will be allowed the amounts (on chart below) per month per choice of their deductible. Married couples that are both employed by the district will have their entire family policy premiums paid up to twice the agreed upon amount.

The Board will notify the association of rate increases as soon as possible after notification by the insurance carrier.

### Staff Insurance Premiums Thru June 30, 2013

	COST	DISTRICT COST	EMPLOYEE COST
<b>\$750.00 Deductible – 80/20 OF NEXT \$5,000.00</b>			
SINGLE .....	\$550.29	\$540.00	\$10.29
TWO PARTY .....	\$1226.49	\$540.00	\$686.49
EMPLOYEE + CHILDREN .....	\$1226.49	\$540.00	\$686.49
FAMILY .....	\$1350.36	\$540.00	\$810.36
<b>\$1,250.00 Deductible – 80/20 OF NEXT \$5,000.00</b>			
SINGLE .....	\$517.19	\$517.19	-0-
TWO PARTY .....	\$1152.81	\$585.00	\$567.81
EMPLOYEE + CHILDREN .....	\$1152.81	\$585.00	\$567.81
FAMILY .....	\$1269.24	\$585.00	\$684.24
<b>\$2,500.00 Deductible – 80/20 OF NEXT \$5,000.00</b>			
SINGLE .....	\$482.19	\$482.19	-0-
FAMILY .....	\$1090.37	\$660.00	\$430.37

**ALL deductibles now carry a \$25.00 office visit ant \$10/\$35/\$50 drug card.**

### Insurance Options:

The Board of Education will provide \$100 a month for employees who have shown proof of health insurance through their spouse. Changes may be made on September 1 or January 1 or after a change of family Status. This payment may be used for life insurance or a 403B through a designated company pursuant to policy 412.1. **“No new employee hired by the District**



**commencing with the 2007-2008 school fiscal year, or current employee who discontinues health insurance will be permitted to avail themselves of this benefit.”**

**DENTAL: (Note that 2012-13 Premiums will not be known until Aug/Sept)**

**EMPLOYEE PAYS 100% OF PREMIUM**

SINGLE .....	\$29.50
TWO- PARTY .....	\$58.00
FAMILY .....	\$86.90

Allow group policy, will be paid 100% by employee.

**Hiring Guide**

Step	Level #1	Level #2
1	\$ 8.60	\$ 9.33
2	8.96	9.73
3	9.34	10.19
4	9.76	10.69
5	10.26	11.25
6	10.79	11.87
7	11.38	12.54
8	12.05	13.27
9	12.80	14.07
10	13.58	14.93

**Pay Increase**

Increase in pay for 2012-13 school year of 2 % increase on current wages.

**Career Recognition Stipend**

- Following 20 years of service - \$500
- Following 24 years of service - \$750
- Following 28 years of service - \$1,000
- Following 32 years of service - \$1,250
- Following 36 years of service - \$1,250

“No non-certified employee hired by the district commencing with the 2011-2012 school fiscal year will be permitted to avail themselves of the career stipend.”

**In-service Pay (Professional development/workshops/conferences)**

Employees attending in-services will be paid at their regular rate of pay.

**Non-Contracted Hours**

Employees will receive \$15.00 per hour for after school study hall and summer school.

## **Long Term Disability**

Insurance premiums are to be deducted from the pay period ending the 15th of the month. This includes LTD. Those people on a nine-month pay plan will have their insurance prorated on a nine (9) month schedule for the twelve (12) month coverage. If an increase in premium is not known prior to the May 15<sup>th</sup> payroll deadline, the deduction will be paid within the first three pay periods of the following school year.

Any other elected deductions will be deducted from the last pay period check. Social security, employee retirement and income tax will be deducted from both checks.

## **School Closings**

For days of early dismissal, employees will have the option of staying at work or leaving work, unless required to stay by the administration. For such days, the employee will be paid for time worked. For early dismissals prior to noon, the employee may work until noon and be paid for such time. For early dismissals after noon, the employees may complete the entire work day and be paid for such time. The administration retains the right to require an employee to stay and work on said days.

## **Work Hours**

The designated workday for each position will be determined by the supervisor based on the requirements of the position.

## **Breaks**

An eight hour employee will be entitled to a fifteen minute paid break for every four hours worked, fifteen minutes in morning and fifteen minutes in afternoon. An employee working six and half hours would be entitled to one fifteen minute paid break whether morning or afternoon.

## **Holidays**

Single contract employees who work full time for ten or more months will have a day of paid holiday (8 hours) for each of the following with the exception of Independence Day.

- New Years Day
- Good Friday
- Memorial Day
- Labor Day
- Thanksgiving
- Independence Day\***
- Veterans Day
- Christmas

\*Twelve month employees only

Whenever a holiday occurs on a weekend - if the holiday falls on a Saturday, the paid day will be the Friday preceding; if the holiday falls on a Sunday, the paid day will be the Monday following. In the event the day before or after a holiday on a weekend is a required workday, the employee may select a mutually agreeable alternative day for the holiday. Those days may only be used in full 8 hour segments.

Vacation time assume a regular (8) eight hour day, five days a week, summer hours would be adjusted to reflect a regular work week.

## **Leave Provisions**

### **VACATION**

Paid vacation should be as follows (for full time 12 month hourly employees only):

1-3 years	1 week
4-12 years	2 weeks
13- above	3 weeks

### **BEREAVEMENT**

Employees of District #33-3 may obtain ---bereavement leave upon the death of an immediate member of the family. This leave is to consist of one (1) to four (4) teaching days per incident and to be administered by the principal and superintendent. This leave is not subject to sick leave. Attendance at funerals other than immediate family would come under the realm of personal leave. Additional days are to be deducted according to the length of contract. Those on extended contract will be reduced accordingly. Immediate family includes: spouse, children, parents of both, brothers and sisters of both, step-children, grandchildren ~~and~~ grandparents of both, ~~and spouses of children and spouses of brothers and sisters.~~

Under the circumstances that are deemed appropriate by the superintendent, bereavement leave may be granted to attend a funeral of someone other than an immediate family members and reported to the Board of Education either before or after the fact.

### **PROFESSIONAL**

Employees of the District may participate in professional visitations, workshops, or programs that may enhance their educational background or programs that would be an over-all benefit to the District's educational program. This is to be granted upon approval and recommendation of the principal and superintendent. Those days are to be counted as professional leave days.

Any employee who is serving on a professional organization or committee may apply for use of professional leave in order to attend such meetings.

## Early Retirement Policy

Any non-certified employee who has served in the Parkston School District #33-3 for fifteen (15) years can qualify for early retirement if the combination of the employee's age and their years of experience would total 75 and providing that they meet the following criteria:

AGE AT Sept. 1 OF TERMINATION YEAR SALARY)	PERCENTAGE FACTOR (OF PRESENT YEAR'S SALARY)
55-62	90%

Beginning with the 2016-17 school year, the percentages factor change to 85% of the present year's salary.

An early retiree's age for purposes of computation under this section shall be said retiree's age on September 1<sup>st</sup> of the calendar year in which employment terminates.

The earliest age that an employee may be able to retire under the Early Retirement Policy is the year in which the employee will have completed their fifty-fifth (55) birthday by September 1<sup>st</sup>. The latest possible age that an employee would be able to work would be in the year that a retiree attained the age of sixty-two (62) by September 1<sup>st</sup>.

The said retiree must apply for early retirement to the Superintendent by February 1<sup>st</sup> of the school year before retirement will commence, and an answer will be given within thirty (30) days of that date (February 1).

Payment of the net amount benefit will be one (1) lump sum on the payday of the first pay period in July proceeding the termination year.

An alternative payment could be given in two (2) equal installments: the first installment to be distributed on the payday of the first pay period in July preceding the termination year and the second installment to be distributed on the payday of the first pay period in January of the termination year.

A non-certified employee who elects early retirement may remain in the insurance group(s) plan, retiree will do so assuming the entire payment of the insurance premium until age 65. Late payments and or returned checks will be grounds for canceling of your coverage thru the Parkston Public School District Board of Education.

Lump sum payment shall be reduced by federal withholding tax, Social Security, and state retirement system deductions according to the procedures set up by the governing organizations for those deductions.

A limit of one (1) eligible classified employee from PEA – Classified can retire in a given year. Should two employees make application, the oldest (age) employees would retire first. The board reserves the right to waive the number of eligible employees that may retire.

In the event a non-certified employee entitled to a benefit hereunder shall die while all or part of such benefit remains unpaid, benefit or part thereof shall be paid in accordance with paragraph two (2) of this Article to the beneficiary designated in writing by the non-certified employee on a form prescribed by the business office of the district. In the event no beneficiary designation has been made, the unpaid benefit shall be paid to the estate of the deceased non-certified employee. Payment by the district in accord herewith shall fully discharge the district's obligation under this article.

Effective with anyone retiring after July 1, 2006 all payment will be made to the South Dakota Retirement System under the Special Pay Plan. Under the Special Pay Plan eligible members' lump-sum termination payouts are permanently exempt from Social Security taxes and in addition are free from federal income taxation until they are withdrawn from the plan by the retiree. A participant has the option to invest the funds and any earnings will grow tax deferred until they are distributed from the plan. Withdrawals may be in the form of a single, lump-sum payment or as additional monthly retirement benefits. Please refer to Special Plan Highlights or contract Nationwide Retirement Solutions.

**\*\*\*NO non-certified employee hired by the District commencing with the 2011-2012 school fiscal year will be permitted to avail themselves of the early retirement policy.**

## **JURY**

Any employee called for jury duty during the school hours or is subpoenaed to testify in a hearing during school hours in a matter in which he/she is not a name party, shall be granted leave with pay for the days or parts of days such absence is required. One half of any per diem (not including mileage and food) received for jury duty or the designated subpoena absence shall be paid to the school (through the business manager) by the employee. Such employee shall notify the superintendent of schools of his/her designee of leave forty-eight (48) hours in advance of the necessity for taking jury leave.

## **SICK**

Sick leave shall be defined as leave due to illness of the employee.

Time allowed for sick leave for nine (9) month employees shall be ten (10) days per school year on a pro-rated scale if employed for a period less than one (1) school year or a part-time employment. Unused sick leave days may be allowed to accumulate to a total of sixty (60) days by the end of the school year.

Time allowed for sick leave for twelve (12) month employees shall be thirteen (13) days per school year on a pro-rated scale if employed for a period less than one (1) school year or a part-time employment. Unused sick leave days may be allowed to accumulate to a total of sixty (60) days by the end of the school year.

## **FAMILY SICK**

Sick leave days may be used in the event of illness in the employee's immediate family. Immediate family shall include: spouse, children, parents, brothers, sisters or members of the employee's household. Sick leave will be allowed under the following conditions:

- a. No more than ten (10) days may be used in a school year for family illness
- b. All such days will be deducted from sick leave
- c. Additional time may be allowed upon presenting the superintendent of schools a

written request by the attending physician, certifying the necessity of the presence of the employee at the bedside

Payment of wages, received by an employee from worker's compensation shall be subtracted from sick leave payments. It shall be the duty of the employee to report payments for wages received from worker's compensation to the superintendent and/or business manager. The Board or administration may require a physician's statement certifying an illness.

## **PERSONAL**

Nine (9) month employees have three (3) days per year of personal leave that may be used. Twelve (12) month employees have four (4) days per year of personal leave that may be used. These days will be deducted from the employee's sick leave. Personal leave is not accumulative. If the personal leave policy is abused, the Board may formulate a more definite policy. Excessive use of sick leave or personal leave will result in the deduction according to length of contract.

## **INCENTIVE**

After five (5) years of service to the district, days of sick leave and/or personal leave beyond the accumulated sixty (60) days will be bought back by the district on this basis:

- a. bought back by the year
- b. bought back at the rate of \$15 per day for days unused up to ten (10) days

## **LEAVE OF ABSENCE**

Employees who have completed three years of continuous service to the district may request a leave of absence without compensation, including benefits, for up to one year.

## **SHORT TERM LEAVE OF ABSENCE**

If a short-term leave of absence is requested and approved by the Board of Education (more than one (1) week, but less than one (1) school term) in order for the employee to continue to be a member of school district insurance plan, the employee (after seven (7) days of a leave of absence without pay; commencing with the eighth day of leave without pay and continuing each day thereafter until the day of returning to his/her position) will be required to pay the school district the daily rate of the full cost of the health insurance plan/or 403B plan paid by the Parkston School District.

## **MATERNITY/ADOPTION**

In case of a leave of absence due to an adoption or maternity, up to twenty-five days (25) days of accumulated sick leave may be paid commencing on the date that the child is received or delivered.

## **SICK LEAVE ASSISTANCE PLAN**

1. Each school district employee beyond their second successive full term of employment and eligible for sick leave benefits may elect to participate in the District sick leave assistance plan established by this policy. The purpose of the plan is to aide employees who have exhausted all of their accumulated sick leave through extended absence due to prolonged illness or catastrophic accident.
2. The election to participate must be indicated no later than September 1, on a written form provided by the business manager, and each such election is valid only if the electing employee contributes not less than one of the employee's unused sick leave entitlement to the sick leave assistance plan. Upon such election, the employee shall be eligible to participate in the sick leave assistance plan without further contribution except as required in Item 6 below. If an employee does not elect to participate within the time limits specified, the employee is ineligible until the beginning of the next school fiscal year. When contributions to the plan have accumulated to a total of one hundred eighty (180) or more days, no more days will be added until the plan is depleted to sixty (60) days, except for new participants.
3. Administration of the sick leave assistance plan will be handled by a committee appointed by the School Board consisting of the following members: four (4) faculty members, two (2) classified employees, and one (1) administrator. Record keeping will be done by the business manager and the employee committee shall have the right to periodically examine the records during normal business hours. The committee shall establish guidelines to govern its decision-making process regarding the granting or denial of requests for withdrawals from the plan. The committee guidelines shall provide a basis for insuring that withdrawals from the plan under this policy are made available only to those applicants who have not abused sick leave, and provide that such withdrawal is made for prolonged illness or disability caused by a catastrophic accident.
4. Each participant who has used all of their sick leave (current and accumulated) **and current or accumulated vacation time or personal leave** may petition the sick leave assistance committee for sick leave assistance, only to be allotted in full day increments.
5. The maximum number of sick leave days which the sick leave assistance committee may provide to a participant is twenty (20) days annually. All requests for use of the bank must be submitted in writing to the Superintendent and must be supported by a written statement from the participant's personal physician. The Superintendent will forward the request to the committee for decision. The committee's decision will be forwarded to the Superintendent for distribution to the appropriate personnel.
6. Such additional sick leave days shall not be deducted from the recipient's future accumulated sick leave. However, each participant who has received assistance from the sick leave assistance plan must re-establish participation for the next school fiscal year by following the procedure described in item 2 of this policy.



7. Days in the bank shall be withdrawn on a first-come, first-served basis and, if the total days in the bank are exhausted in any year, use of the bank ends for that year. Unused days in the plan (limited to 180 days) shall be carried over to the next school year.
8. The sick leave assistance committee shall annually make a written report to the Superintendent regarding the operation of the plan during the preceding year.

### **EXTRA-CURRICULAR ACTIVITIES PASS**

At the beginning of each academic school year, every person employed by District #33-3 will be given one (1) pass good for all extracurricular events. In return, all school personnel will be assigned one (1) activity for which they will work. In the event that any slots remain open, they will be filled by drawing by lot. The following schedule will be used regarding working extra events:

1. Only school personnel will be working, unless otherwise approved by the Board. However, school personnel will be given first priority for choice of assignment to include all paid activities. School personnel must choose the assignments by September 15<sup>th</sup> each year or immediately upon call for volunteers for unscheduled activities.
2. School personnel working a minimum of three (3) extra events will receive one (1) guest pass for school events.
3. School personnel working a minimum of five (5) extra events will receive two (2) guest passes for school events.
4. School personnel working a minimum of seven (7) extra events will receive three (3) guest passes for school events.
5. School personnel working a minimum of nine (9) extra events receive four (4) guest passes for school events.
6. Vacant slots will be filled by the administration from a list of the district's personnel. The assignment will be made by lot.
7. Admission to an event will not be charged to the spouse and children (high school or younger) of an employee who is responsible for coaching or directing the said event.
8. One (1) pass will be issued to each full-time custodian's spouse.
9. The pass will be honored for designated persons only.
10. The exception to this schedule will be timekeeper and bookkeeper for events plus chain handlers. This will not change from past practice.

### **Evaluation**

1. Notification of evaluation process

At the beginning of each school year, the building principal or immediate supervisor shall fully inform each employee under his/her supervision of the evaluation procedures, standards, instruments and job descriptions to be used.

2. Purpose of Evaluations

The primary purpose of employee evaluation shall be the improvement of employment skills and to monitor performance with respect to the skills and duties contained in the job description. All evaluations shall be conducted in good faith to this end and in accordance with the provisions of the Agreement.

3. Evaluation Process

An employee shall be evaluated at least once during the school year. Each evaluation for paraprofessionals shall be conducted for no less than fifteen (15) minutes.

4. All evaluations shall be reduced to writing and a copy given to the employee within five days of the evaluation. A conference to discuss the evaluation shall be scheduled within ten days after the employee has received the written evaluation.

5. Employee's Right to Respond

The employee shall sign and be give a copy of the evaluation report prepared by the evaluator. In no case shall the employee's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation only that they have been discussed. An employee may submit additional comments to the written evaluation if he/she so desires. All written evaluations and the employee's comments are to be places in the employee's personnel file. The immediate supervisor will sign the response acknowledging that he/she read the material. A copy of the response will be provided to the immediate supervisor.

## **Effect of Agreement**

The terms and conditions set forth in this agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the two (2) parties.

Should any article, section, or clause of this agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this agreement to the extent that it violates the law. The remaining articles, sections. and clauses shall remain in full force and effect.

The provisions of this agreement shall be effective as of the 1st day of July 2010, and shall continue and remain in full force and effect as binding on the parties until the 30th day of June, 2011. If a new and substitute agreement has not been duly entered into prior to June 30, 2011, the terms of this agreement shall continue in full force and effect until such substitute agreement is adopted, which shall then be fully retroactive to June 30, 2010.

**It shall be the responsibility of the Association to prepare and print copies of this agreement. The Association shall provide each member of the bargaining unit a copy of this agreement.**

**CLASSIFIED**

1. 2 % pay increase.
2. Health Insurance-The Board will increase their monthly contribution by \$30. (Note-this will not cover the cost of a single on the \$750 deductible now and changes to a higher deductible are not available until Jan.1.)
3. Bereavement-The language will add "and spouses of children and spouses of brothers and sisters."
4. \$400 one time bonus
5. Complaint Procedure-add time limits of 20 days and changed wording to immediate supervisor. (Some of the other wording has changed. See copy.)
6. Sick Leave Policy-add "must use accumulated vacation time or personal leave"

This agreement is signed this \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_.

*In witness thereof:*

For the Parkston Education  
Association

For the Parkston School Board,  
District #33-3

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Negotiations Chair-person

\_\_\_\_\_  
Business Manager