



**2016-17  
Support Staff  
and  
Professional/Technical  
Handbook**

*To Build Knowledge and Skills for Success Today and Tomorrow*

## NONDISCRIMINATION

The Meade School District does not discriminate on the basis of gender, color, disability, national origin, race, creed, religion, homelessness, marital status, pregnancy or age in the education programs or activities it offers or to admission to or employment in its education programs or activities. Inquiries concerning Title VI or Title IX may be referred to Jeff Ward, 1230 Douglas Street, Sturgis, SD 57785, 605-347-4454. Inquiries concerning ADA may be referred to Brett Burditt, 1230 Douglas Street, Sturgis, SD 57785, 605-347-2523. Inquiries concerning Section 504 may be directed to Deb Wilburn-Kerstiens, 1230 Douglas Street, Sturgis, SD 57785, 605-347-4770. Inquiries concerning Title X, Section C may be referred to Chrissy Peterson, 1230 Douglas Street, Sturgis SD 57785, 605-347-4770. Inquiries may also be directed to the Kansas City Office, Office of Civil Rights, US Department of Education, 8930 Ward Parkway, Suite 2037, Kansas City, MO 64114-3302, 816-268-0550, Fax: 816-823-1404, TDD: 877-521-2172, Email: [OCR.KansasCity@ed.gov](mailto:OCR.KansasCity@ed.gov)

### Federal Acts Designed to Eliminate Discrimination

**Title VI** is part of the Civil Rights Act of 1964 that indicates that no person in the United States shall be subject to discrimination under any program or activity receiving Federal financial assistance.

**Title IX** is part of the Education Amendments of 1972 which is designed to eliminate (with exception) discrimination on the basis of sex in any educational program or activity receiving Federal financial assistance.

**Title X, Part C** is part of the McKinney-Vento Homeless Education Assistance Improvements Act of 2001 which is designed to eliminate discrimination on the basis of homelessness in any educational program or activity receiving Federal financial assistance.

**Section 504** states that no qualified individual with a disability in the United States shall be excluded from, denied the benefits of, or be subjected to discrimination under any program or activity that receives Federal financial assistance.

**ADA, Title II** is part of the Americans with Disabilities Act of 1990 which is designed to enforce equal opportunity access to programs, services, and activities through specific architectural standards to avoid discrimination.

**Age Discrimination in Employment Act of 1967** is designed to prohibit age discrimination in employment.

### Accessibility Contingency Plan

In the case of an emergency, Meade School District staff will be assigned to assist students with a disability to ensure that they are able to get to safety and be with their class at the appropriately assigned area. In order to facilitate participation, accommodations will be made on an individual basis. Each disability is unique; the reasonable accommodations principal should be applied on a case by case basis for both students and staff. The 504 Coordinator will work with Meade staff to coordinate who may need additional assistance in the case of an emergency. The ADA Coordinator may refer issues regarding accessibility and accommodations for students to the student services department. If further information is needed, please contact Deb Wilburn-Kerstiens, 504 Coordinator, at 605-347-4770, or Brett Burditt, ADA Coordinator, at 605-347-2523.

## INTRODUCTION

The purpose of this handbook is to provide professional/technical and support staff with information about the policies and procedures of the Meade School District that apply to them. Questions about anything contained in this handbook should be directed to the immediate supervisor or the superintendent.

## SUMMARY OF BENEFITS

Professional/technical and support staffs are divided into seven categories, depending upon the number of days worked per year and the number of hours worked per day. Benefits granted to employees vary depending upon the categories. A separate class of employees that require licensure but are not twelve month full-time is also included. The only employees in the licensure category are nurses and social worker. They will be treated as ten+ month full-time when it comes to benefits. The categories and corresponding benefits are summarized below. (Note: School Board Policies are taken from the Meade School Board Policy Manual. The codes refer to the board policy.)

## EMPLOYMENT CATEGORIES (BOARD POLICY GD)

### Twelve Month Full-Time

**Definition:** 30 hours or more per week for 260 days per year

Benefits:

- **Twelve (12) days sick leave (eligible after two (2) months of employment):** All sick leave is earned and accumulated monthly according to the employees' rate of employment; Pages 6-7 of the handbook (Leave Form required and department administrative approval/notification).
- **Two (2) days personal leave:** ONLY for employees hired before July 1, 2013; Page 7 of the handbook. (Department administrative approval and Leave Form required)
- **Two (2) days bereavement leave:** Page 7 of the handbook (Department administrative approval and Leave Form required).
- **Ten (10) days vacation; fifteen (15) days after 10 years (eligible after two (2) months of employment):** All vacation days are earned and accumulated monthly according to the employees' rate of employment; Page 8 of handbook (Department administrative approval and Leave Form required).
- **Fourteen (14) paid holidays (paid holidays will not be awarded to new employees until successful completion of two (2) months of employment):** Labor Day, Native Americans Day, Thanksgiving (2 days), Christmas (2 days), New Year's Day (2 days), Martin Luther King Day, Presidents Day, Good Friday, Easter Monday, Memorial Day, and Independence Day; Pages 8-9 of the handbook.
- **SD Retirement (eligible to participate after two (2) months of employment):** Pages 6 and 9-10 of the handbook.
- **Insurance (eligible after two (2) months of employment):** Employees, who work 30 or more hours per week shall earn insurance benefits; Pages 5-6 of the handbook.

### Twelve Month Part-Time

**Definition:** A minimum of 20 hours per week but less than 30 hours per week for 260 days per year

Benefits:

- **Twelve (12) days sick leave (eligible after two (2) months of employment):** All sick leave is earned and accumulated monthly according to the employees'

rate of employment; Pages 6-7 of the handbook (Leave Form required and department administrative approval/notification).

- **Two (2) days bereavement leave:** Page 7 of the handbook (Department administrative approval and Leave Form required).
- **Pro-rated vacation (eligible after two (2) months of employment):** Employees, who work 20 or more hours per week shall earn pro-rated vacation benefits. All vacation days are earned and accumulated according to the employees' rate of employment; Page 8 of the handbook (Department administrative approval and Leave Form required).
- **Seven (7) paid holidays (paid holidays will not be awarded to new employees until successful completion of two (2) months of employment).** Employees will receive the following holidays only if those holidays fall within their school work schedule: Labor Day, Native American Day, Thanksgiving, Christmas, New Year's Day, Presidents Day, and Good Friday; Pages 8-9 of the handbook.
- **SD Retirement (eligible to participate after two (2) months of employment):** Pages 6 and 9-10 of the handbook.

### **Ten+ Month Full-Time**

**Definition:** 30 hours per week for less than 260 days per year

**Benefits:**

- **Ten (10) days sick leave (eligible after two (2) months of employment):** All sick leave is earned and accumulated according to the employees' rate of employment; Pages 6-7 of the handbook (Leave Form required and department administrative approval/notification).
- **Two (2) days personal leave (eligible after two (2) months of employment)** Page 7 of the handbook (Department administrative approval and Leave Form required).
- **Two (2) days bereavement leave:** Page 7 of the handbook (Department administrative approval and Leave Form required).
- **Thirteen (13) paid holidays (paid holidays will not be awarded to new employees until successful completion of two (2) months of employment).** Employees will receive the following holidays only if those holidays fall within their school work schedule: Labor Day, Native Americans Day, Thanksgiving (2 days), Christmas (2 days), New Year's Day (2 days), Martin Luther King Day, Presidents Day, Good Friday, Easter Monday, and Memorial Day; Pages 8-9 of the handbook.
- **SD Retirement (eligible to participate after two (2) months of employment):** Pages 6 and 9-10 of the handbook.
- **Pro-rated insurance (eligible after two (2) months of employment):** Employees, who work 30 or more hours per week a shall earn pro-rated insurance benefits; Page 5-6 of the handbook.

A separate class of employees that require licensure but are not twelve month full-time, nurses and social workers, are eligible for insurance at the date of employment.

### **Nine Month Full-Time**

**Definition:** 30 hours or more per week for less than 260 days per year

**Benefits:**

- **Ten (10) days sick leave (eligible after two (2) months of employment):** All sick leave is earned and accumulated according to the employees' rate of employment; Pages 6-7 of the handbook (Leave Form required and department administrative approval/notification).

- **Two (2) days personal leave (eligible after two (2) months of employment):** Page 7 of the handbook (Department administrative approval and Leave Form required).
- **Two (2) days bereavement leave:** Page 7 of the handbook (Department administrative approval and Leave Form required).
- **Seven (7) paid holidays (paid holidays will not be awarded to new employees until successful completion of two (2) months of employment).** Employees will receive the following holidays only if those holidays fall within their school work schedule: Labor Day, Native American Day, Thanksgiving, Christmas, New Year's Day, Presidents Day, and Good Friday; Pages 8-9 of the handbook.
- **SD Retirement (eligible to participate after two (2) months of employment):** Pages 6 and 9-10 of the handbook.
- **Pro-rated insurance (eligible after two (2) months of employment):** Employees, who work 30 or more hours per week a shall earn pro-rated insurance benefits; Page 5-6 of the handbook.

### **Nine Month Part-Time**

**Definition:** A minimum of 20 hours per week but less than 30 hours per week

**Benefits:**

- **Ten (10) days sick leave (eligible after two (2) months of employment):** All sick leave is earned and accumulated according to the employee's rate of employment; Pages 6-7 of the handbook (Leave Form required and department administrative approval/notification).
- **Two (2) days personal leave (eligible after two (2) months of employment):** Page 7 of the handbook (Department administrative approval and Leave Form required).
- **Two (2) days bereavement leave:** Page 7 of the handbook (Department administrative approval and Leave Form required).
- **Seven (7) paid holidays (paid holidays will not be awarded to new employees until successful completion of two (2) months of employment).** Employees will receive the following holidays only if those holidays fall within their school work schedule: Labor Day, Native American Day, Thanksgiving, Christmas, New Year's Day, Presidents Day, and Good Friday; Pages 8-9 of the handbook.
- **SD Retirement (eligible to participate after two (2) months of employment):** Pages 6 and 9-10 of the handbook.

### **Part-Time Less Than 20 hours:**

**Benefits:**

- **Two (2) days sick leave (eligible after two (2) months of employment):** Pages 6-7 of the handbook (Leave Form required and department administrative approval/notification).

### **Temporary:**

**Definition:** Employment not to exceed one (1) year

**Benefits:** No employee benefits offered

## **PROFESSIONAL/TECHNICAL AND SUPPORT STAFF POSITIONS (GDA)**

All support and professional/technical staff positions will be established initially by the board. In each case, the superintendent will submit for the Board's consideration and action a job description or job specifications for the position.

Although positions may remain temporarily unfilled, or the number of persons holding the same type of position reduced in event of de-staffing requirements, only the board may abolish a position it has created.

Note: Job descriptions and specifications are available for review in the superintendent's office.

### **SUPPORT AND PROFESSIONAL/TECHNICAL STAFF POSITIONS -- PHYSICAL EXAMINATION REQUIRED (GDA\*)**

All persons applying for a position as custodian, maintenance worker, or food service worker with the District shall, as a condition of employment, receive a physical examination from a medical doctor chosen by the District to perform said physical examination. The Superintendent or other appropriate administrator in the District may require a physical examination for persons applying for other non-certificated positions within the District, including select special education paraprofessional positions.

The fee for the physical examination and any related costs or tests shall be borne by the District. The medical doctor shall determine if the applicant for the position is physically able to perform the duties of that position as set forth in the job description. The medical doctor shall then report his/her findings to the Superintendent or his/her authorized designee. If the doctor determines that the applicant is physically unable to perform the duties of that position, and the report so indicates, the application for employment may be denied.

### **PAYROLL PROCEDURES**

For hourly employees, payroll will be based on a bi-weekly reporting/pay period and processed every other Friday. Personnel shall complete an electronic/paper timesheet every two weeks, and timesheets shall be due on the Tuesday following the second Friday of the pay period.

Deductions will be made from the paychecks of all employees for federal income tax, Social Security, and state retirement. In addition, deductions may be made for employee contributions to group health insurance, group life insurance, deferred compensation plans, or any other similar programs that may be approved by the board.

Payroll will be implemented via direct deposit to the employee's designated financial institution.

Personnel, whose employment is ended, regardless of the reason, shall receive a paycheck rather than a direct deposit as a final payroll distribution. Upon ending employment, personnel shall complete an exit interview in the business office to verify that exit responsibilities have been met before receipt of final compensation.

### **WAGES AND SALARY**

Support and professional/technical staff will receive a raise of 4% or a 75¢ minimum for the 2016-17 school year. Employees, who have reached the maximum wage, will receive CPI or an approved annual raise of 25¢, whichever is greater. CPI for 2015-16 is .6%. Maximum wage will be increased by \$1.00.

### **SUPPORT AND PROFESSIONAL/TECHNICAL STAFF SALARIES (GDB)**

The Board will establish the hiring salary structure for support and professional/technical staff.

Annual increases will be dependent upon the employee's satisfactory performance in the position and will be established by the Board.

Food Service employees shall be paid an additional \$.10, \$.25, or \$.40 per hour above the established hourly wage for having attained Level I, II, or III ASFA (American School Food Service Association) Certification, respectively. The additional wage will be paid for as long as the certification remains in full force and effect. Appropriate documentation must be provided to substantiate that certification or recertification has been achieved.

### **FOOD SERVICE SCHOOL NUTRITION ASSOCIATION DUES**

Meade School District shall pay the annual dues to the School Nutrition Association (SNA) for all Food Service employees who are active members of the association as determined by the Food Service Director.

### **SALARY GUIDE FOR EMPLOYEES**

1. New employees who meet the hiring criteria as specified by the applicable job description shall receive a salary defined by the hiring structure.
2. If it is in the best interest of the district, the superintendent may assign a salary greater than that on the hiring structure in consideration of previous training and/or experience.
3. The Board reserves the right to limit the wage or salary for any support staff position based on any or all of the following criteria.
  - a. The duties and responsibilities of the position as compared to other positions in the district.
  - b. The wage or salary of comparable public or private sector positions in the
  - c. The relative value of the position in relationship to the district's mission, community and/or region.

### **PROFESSIONAL/TECHNICAL AND SUPPORT STAFF OVERTIME COMPENSATION (GDBB)**

Hourly employees will be paid overtime wages at a rate of one and one-half times normal compensation for work performed in excess of forty (40) hours in a work week, subject to the following provisions:

1. Overtime pay is to be authorized only by the superintendent or designee and cleared through the business office.
2. Overtime pay will be paid only on the excess of forty (40) hours **worked** per week.
3. Employees who are required to work on a scheduled holiday shall have the option of receiving overtime pay or taking a different day off. The date for the alternative holiday must be approved by the immediate supervisor. If school is in session on a designated holiday, the superintendent will identify an alternative date for the holiday.

### **PROFESSIONAL/TECHNICAL AND SUPPORT STAFF FRINGE BENEFITS (GDBC)**

1. Employee Benefits. The employee benefits provided to the teaching staff through Article 5.8 of the negotiated agreement will also be provided to all support staff. The benefit program may be prorated.

The full single health insurance benefit will be offered to all eligible twelve month full-time hourly employees. The Board will pay up to \$530 of the basic premium.

The full single health insurance benefit will be offered to all eligible nine (9) and ten (10) month **full-time hourly employees** who have been employed with the district

continuously for five (5) or more years. The Board will pay up to \$530 of the basic premium.

86% of the single health insurance benefit will be offered to all eligible nine (9) and ten (10) month **full-time hourly employees** who have been employed with the district continuously for LESS than 5 years. The Board will pay up to 86% of \$530 of the basic premium.

All contract personnel and school nurses will be offered the full single health insurance benefit. The Board will pay up to \$530 of the basic premium.

Employees who do not work twelve (12) months and who elect to receive this benefit shall annually sign a letter of intent to return to the district's employment and acknowledge that if they fail to return to work when the new school year begins, any premiums paid on their behalf during the summer months shall be reimbursed to Meade School District.

Employees who decline the offer of health insurance will be given 12/12<sup>ths</sup> the cost of the life insurance benefit.

2. **South Dakota Retirement Benefits.** All employees working a minimum of twenty (20) hours per week and six (6) months per year will qualify for the South Dakota Retirement System. The South Dakota Retirement System is a mandatory program.
3. Employee benefits (S.D. Retirement and health insurance) will not be implemented until two (2) months after hire date.

### **PROFESSIONAL/TECHNICAL AND SUPPORT STAFF SICK LEAVE (GDBDA\*)**

1. **Sick Leave Provisions.** Sick leave may be taken for personal illness, injury, or other physical disability (including pregnancy-related disability) and for illness in the immediate family, defined as spouse, children (step), father (step), mother (step), parents-in-law, brother, sister, grandchildren, and grandparents. Any available sick leave may be used in the event of death of the employee's spouse, children (step), parents, siblings, grandchildren, and grandparents. Up to three (3) days of available sick leave may be used in the event of death of the employee's parent(s)-in-law, brother-in-law, sister-in-law, daughter-in-law or son-in-law. Employees must work twenty (20) hours per week to qualify for sick leave benefits.

Staff are required to immediately notify their supervisor when sick leave is required. The supervisor or superintendent may require a physician's statement concerning such absence.

After two (2) months of employment, staff shall earn sick leave in accordance with the following schedule:

Twelve Month Full-Time:	12 days per year
Twelve Month Part-Time:	12 days per year
Ten+ Month Full-time:	10 days per year
Nine Month Full-time:	10 days per year
Nine Month Part-time:	10 days per year
Part-Time Less Than 20 Hours:	2 days per year (Noncumulative)

All sick leave is earned and accumulated monthly according to the employees' rate of employment except for part-time less than 20 hours.



All unused days shall be added to the employee's sick leave reserve at the end of the fiscal year. New employees, entering the district after July 1, 2014, are eligible to accumulate seventy-five (75) days of sick leave. Employees, hired prior to July 1, 2014, are eligible to accumulate one hundred (100) days of sick leave.

2. Sick Leave Bank: Staff are eligible to participate in a voluntary Sick Leave Bank according to the provisions specified in Article VI of the Negotiated Agreement. Use of the sick leave bank is contingent upon named employee having used two days more than all of his or her accumulated sick leave, personal leave, and accumulated vacation days.

### **PROFESSIONAL/TECHNICAL AND SUPPORT STAFF PERSONAL AND BEREAVEMENT LEAVE (GDBDB\*)**

Personal leave is available to all support and professional/technical staff, who are eligible to participate in the SD Retirement System. Employees hired after July 1, 2013, who are eligible for vacation days are not eligible for personal days. New employees are eligible for personal leave after two (2) months of employment. An employee can use a personal day only on a day that the employee is scheduled to work and at their rate of employment.

Unused personal leave may be transferred to the employee's sick leave account regardless of the total accumulated credit. As an alternative, an employee may annually request reimbursement for unused personal days at the prorated amount of \$60 per day based on a 1.0 FTE. This request must be made by June 1 of the current school year.

Two (2) days of leave with pay may be taken for personal reasons each year if approved in advance by the superintendent or designee. One additional day may be allowed, and that additional day shall be charged to the employee's accumulated sick leave. The additional leave shall be approved in advance by the superintendent or designee.

The employee may have up to two (2) days of bereavement leave per year to attend to bereavement needs.

### **SUPPORT AND PROFESSIONAL/TECHNICAL STAFF LEAVE WITHOUT PAY (GDBDC\*)**

The superintendent may grant leaves of absence without pay to employees. Requests for leave without pay must be approved by the employee's supervisor and must include the reason for the request and length of absence. Requests shall be acted upon within a reasonable time not to exceed thirty (30) calendar days. A copy of this leave provision shall be given to the employee when leave is granted.

Leave without pay may be granted in situations where personal leave or sick leave does not apply, providing that a substitute is available. Leave without pay will not exceed one (1) year. The employee cannot be compensated for regular salary during this period. Employees may remain active members of the South Dakota Retirement System and the District's employee benefit program, subject to legal limitations, by paying the entire cost of participation.

If leave without pay is granted for more than ninety (90) days, the employee shall give written notice of the intent to return no later than thirty (30) calendar days before the return date. If leave without pay is granted for ninety (90) days or fewer, the written notice is not required. Upon return, the employee shall be reinstated to the former position or one of comparable status.

**PROFESSIONAL/TECHNICAL AND SUPPORT STAFF FAMILY AND MEDICAL LEAVE**  
**(GDBDD\*)**

The District will grant unpaid FMLA leave to staff as required by the Family and Medical Leave Act of 1993. A complete copy of the Family and Medical Leave Policy can be found on the district's website under School Board Policy GDBDD\*.

Employees may use a maximum of 12 weeks of leave per year under the provisions of this Article, including sick leave and FMLA leave. A year consists of 365 days and begins the day FMLA leave commences.

**PROFESSIONAL/TECHNICAL AND SUPPORT STAFF VACATIONS AND HOLIDAYS**  
**(GDBE)**

1. Vacations: Twelve month full-time employees with less than 10 years of continuous employment in the district shall earn 10 days vacation with pay annually.

Twelve month full-time employees with 10 or more years of continuous employment in the district shall earn 15 days of vacation with pay annually.

Twelve month part-time employees who work 20 or more hours per week shall earn prorated vacation benefits.

Actual days of leave must be approved in advance by the employee's supervisor.

Vacation leave must be scheduled with the employee's supervisor at the earliest possible time prior to the use of such leave. The district reserves the right, within reason, to disapprove requested time for vacation leave for the purpose of maintaining the workforce during heavily scheduled work periods.

All vacation days are earned and accumulated monthly according to the employees' rate of employment. All leave hours shall be taken according to the hours of the individual employee's regular scheduled work day.

Employees who earn vacation can carry over no more vacation days or hours earned in a fiscal year.

An employee's vacation time will be pro-rated from the date of hire to the end of the current fiscal year. After that time, the fiscal year for earning vacation shall be July 1<sup>st</sup> to June 30<sup>th</sup>. Vacation time may accrue, but may not be used until completion of two (2) months of employment.

Employees with previous experience in the district in other employment categories who become twelve month full-time or twelve month part-time employees will be granted prorated credit toward years of employment for vacation purposes based upon the number of months worked per year.

2. Holidays: Twelve month full-time employees shall earn fourteen (14) paid holidays to be determined by the superintendent each school year approved by the Board based on the school calendar. (Paid holidays will not be awarded to new employees until successful completion of two (2) months).

Ten+ month full-time shall earn thirteen (13) paid holidays to be determined by the Superintendent each school year approved by the Board based on the school calendar. (Paid holidays will not be awarded to new employees until successful completion of two (2) months).

Twelve month part-time employees, who work 20 hours per week, and nine month full-time and nine month part-time employees, who work 20 or more hours per week, shall earn seven (7) paid holidays to be determined by the superintendent each school year approved by the Board based on the school calendar. (Paid holidays will not be awarded to new employees until successful completion of two (2) months).

Employees will receive the paid holidays only if those holidays fall within their school work schedule.

### **PROFESSIONAL/TECHNICAL AND SUPPORT STAFF PROBATION (GDG)**

All new employees will serve a six (6) month probationary period. This will apply to former employees who are reemployed.

Throughout the probationary period, the employee's performance will be evaluated and reviewed by his/her supervisor. If the employee's performance is found to be satisfactory, he/she will be placed on regular employment status at the conclusion of the probationary period. If the employee's performance is found to be unsatisfactory, he/she may be separated without recourse at any time during the probationary period.

### **PROFESSIONAL/TECHNICAL AND SUPPORT STAFF ASSIGNMENTS AND TRANSFERS (GDI)**

1. Voluntary Reassignment: Requests for reassignment or reduced hours will be granted when they are in the best interest of the District.
2. Involuntary Reassignment: The superintendent and/respective administrator may reassign employees. Such reassignment shall be made only after a conference among the employee involved and the respective administrator. The employee will be notified of the reason(s) for the reassignment. A written record of the conference will be placed in the employee's personnel file.

### **EVALUATION OF PROFESSIONAL/TECHNICAL AND SUPPORT STAFF (GDN)**

New employees will be evaluated annually by their supervisors.

Employees whose performance is not satisfactory may be evaluated more frequently.

All evaluations will be written, signed by the employee, and placed in the employee's personnel file.

### **RESIGNATION OF PROFESSIONAL/TECHNICAL AND SUPPORT STAFF (GDPB)**

A resignation shall be filed with the superintendent at least two (2) weeks prior to the effective date of resignation. The employee shall receive pay for all available earned vacation time as a separation benefit upon the Board's acceptance of the resignation. Failure to comply with the two (2) week deadline may result in the forfeiture of said benefit. Employees who resign and apply for re-employment, if re-employed in the same position, may be placed at the same step of their prior employment, at the discretion of the superintendent.

### **RETIREMENT BENEFIT FOR PROFESSIONAL/TECHNICAL AND SUPPORT STAFF (GDPC)**

Professional/technical and support staff, upon becoming eligible for South Dakota Retirement System benefits, who leave the District after ten (10) years of service and has served five (5)

years of continuous employment prior to date of retirement and all ten (10) years are served within the last fifteen (15) years, will be reimbursed for their unused sick leave as follows: one-half the number of days accumulated sick leave at 75% current computed day's pay, not to exceed \$75 per day. The payment will be made on the regularly scheduled payroll in the July following the retirement to the South Dakota Retirement System Special Pay Plan.

The provisions of the early retirement incentive will remain available until the start of the 2021-22 school year. The benefit will be made available to all employees who are eligible to participate and access to the benefit will be determined based on when the request was submitted. The starting fund balance for the retirement account will be \$1.5 million. The maximum retirement payout will be \$300,000 annually plus any additional carryover funds from the previous year. June 30, 2021 is the last available date to access the Early Retirement/Pension Account. Section 5.10: Retirement pay will not be eliminated with the proposed policy change but will be considered when figuring out total dollars available from the pension/retirement account. Payout for section 5.10 is included in the \$1.5 million (\$300,000 annual allotment).

Employees who choose to take early retirement must notify the board in writing (no electronic versions accepted) during business hours, no earlier than July 1 and prior to March 1 of the year in which retirement will occur. The superintendent has the authority to waive the March 1 notification deadline. Employees that retire after June 30, 2017 will no longer be allowed to remain on the group insurance plan. All current retirees that are on the plan will be allowed to remain on the plan, at their expense, until they reach the age of 65.

Professional/technical and support staff member, who have completed ten (10) years of service in Meade 46-1, is in good standing, has attained or will attain at least the age of 55 as of December 31 of the year of retirement, and has served five (5) years of continuous employment prior to date of retirement and all ten (10) years are served within the last fifteen (15) years, may receive an early retirement benefit upon permanent severance of employment with the district. The benefit shall consist of the sum of the following:

1. A one-time lump sum payment of 70% of the average of the employee's highest three wages/salaries, exclusive of extra duty pay and/or overtime wages, to be paid to the employee's South Dakota Retirement System Special Pay Plan account.

The maximum allowable benefit shall not exceed \$30,000. Employees who already receive a retirement benefit under the provisions of another Meade School District policy shall not be eligible for this retirement benefit.

### **SUSPENSION AND DISMISSAL OF PROFESSIONAL/TECHNICAL AND SUPPORT STAFF MEMBERS (GDPD)**

Meade School District is an "at-will" employer and operates under the provision that employees have the right to resign their position at any time, with or without notice and with or without cause. The District has similar rights to terminate the employment relationship at any time, with or without notice and with or without cause. The superintendent may suspend without pay and/or terminate an employee without recourse at any time.

### **STAFF HEALTH (GBE)**

The board may require an employee returning from a leave for health reasons to submit a certification of health from a physician. The employee will not be permitted to return to work if the physical condition would be a hindrance in the performance of assigned duties.

Employees who are injured while acting in the scope of their employment shall receive such compensation and expenses as are prescribed by the worker's compensation law of South Dakota. Such compensation shall be supplemented with an amount sufficient to maintain the employee's regular salary for a period not to exceed the accumulated sick leave reserve.

**USE OF ALCOHOL AND OTHER DRUGS BY EMPLOYEES**  
**(DRUG-FREE WORKPLACE POLICY) (GBED\*)**

The District prohibits the unlawful manufacturing, distributing, selling, dispensing, possessing, using, or being under the influence of alcohol and/or other drugs in the workplace.

Any employee who violates this policy will be subject to disciplinary action which may include dismissal and referral for prosecution. It shall be a condition of employment in the District that each employee must abide by the terms of this policy and shall notify the Superintendent of any criminal alcohol and/or drug statute conviction for any alcohol and/or drug violation no later than five (5) days after conviction. Within thirty (30) days after receipt of such notification, one of the following actions shall be taken:

- a) Appropriate personnel actions, including possible suspension or termination.
- b) Requiring the employee to participate satisfactorily in an alcohol and/or other drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency. An employee who requests assistance shall be provided a listing of the regional treatment facilities or agencies to assist him/her in their choice of a service provider.
- c) Possible referral for prosecution.

Information will be provided to all new employees to advise them about the dangers of alcohol and other drug use in the workplace, the District's policy of maintaining a drug-free workplace, any available drug-counseling, rehabilitation, and employee assistance programs, and the disciplinary sanctions that may be imposed upon employees for alcohol and/or other drug use/abuse violations. A copy of this policy will be provided to each new employee. This policy will be reviewed annually with all employees in each administrative unit and will be incorporated into all employee handbooks.

All convictions of employees for violating any criminal drug statutes shall be reported to the federal agencies that provide grants to the District, as required by law.

When an on-duty staff member has consumed alcohol off school property and/or before a school activity, the staff member will not be allowed on school property or to participate in school activities. Staff members who violate this regulation will be subject to the same disciplinary sanctions as for possession or consumption on school property.

**Reasonable Suspicion**

A. The District may request an employee to undergo drug and alcohol testing if there is a reasonable suspicion that the employee is under the influence of, or has drugs or alcohol in his or her system during work hours. There shall be no random testing. Circumstances which constitute a basis for determining a reasonable suspicion may include, but are not limited to:

- 1. A pattern of abnormal or erratic behavior which is so unusual that it warrants summoning a supervisor, department head, or someone else for assistance.
- 2. Information provided by a reliable and credible source with personal knowledge.

3. Direct observation of drug or alcohol use.
4. Presence of the physical symptoms of drug or alcohol use, i.e., glassy or bloodshot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes.
5. The possession of substances in violation of the District's drug and alcohol policy.

B. The employee may be asked to submit to blood and urine testing by a qualified medical physician or hospital at District's expense and on District's time. A group representative may be present during the discussion if the employee so requests. Prior to testing, the administrator or supervisor shall secure a signed release statement from the employee to have the hospital/physician release medical information to the District.

The employee who refuses to consent to a drug and alcohol test when reasonable suspicion of drug or alcohol use has been identified may be subject to disciplinary action based upon the facts and circumstances that led to the reasonable suspicion.

C. A positive result from the drug and/or alcohol analysis may result in disciplinary action. The District retains the right to discipline and terminate from employment any employee testing positive for drug/alcohol use, without first having to offer that employee an opportunity for treatment or rehabilitation.

D. Supervisors are required to detail in writing the specific facts, symptoms or observations which form the basis for their determination that a reasonable suspicion existed to warrant the testing of an employee.

### **Testing Procedures**

Drug/alcohol testing will be done within two hours or as soon as possible following the request for testing.

Massa-Berry Clinic has been selected to provide drug/alcohol testing. The selection of a single laboratory will insure one standard chain of custody procedure and consistency of processing throughout the District. The District may use its discretion to select an alternate laboratory if it feels Massa-Berry Clinic cannot meet the requirements of the testing.

The administrator, supervisor, or school liaison officer will escort the employee to the Massa-Berry Clinic or alternate facility for testing. If after testing the employee is deemed unfit to continue working, he/she will be suspended pending further investigation and the results of the drug/alcohol testing.

The results of such testing shall be given to the Office of the Superintendent. The Superintendent and the administrator or supervisor will meet with the employee to discuss the situation, test results, and future actions.

Nothing contained herein shall prohibit the District from requiring an employee to submit to a portable breath test and/or a blood test in the case of suspected alcohol use. The employee may request that re-testing be done at a facility of his/her own choosing. Such re-testing must be done on the same sample as was originally tested and at the employee's own expense.

Any attempt to falsify test samples or results shall be grounds for immediate dismissal.

### **Confidentiality**

Information obtained on individuals as part of the drug screening test or pursuant to this policy

will be disclosed only to those persons having legitimate need for it. Medical records pertaining to drug or alcohol use are confidential, and access to such records shall be in accordance with the District policy. Medical records are not kept in the personnel file.

## **Review**

A biennial review of the District's program will be made in order to determine the program's effectiveness and implement changes, if needed, and to ensure that disciplinary sanctions are consistently enforced.

## **GRIEVANCE PROCEDURE FOR TITLE VI, TITLE IX, TITLE X, PART C, SECTION 504, ADA, AND AGE DISCRIMINATION ACT (GBMA\*)**

Any person who believes that Meade School District 46-1 or any part of the school organization has inequitably applied the principles and/or regulations of Title VI, Title IX, Title X, Part C, Section 504, ADA, or the Age Discrimination Act may file a grievance. The District coordinators for each of these programs are Title VI and Title IX-Jeff Ward, 605-347-4454, ADA-Brett Burditt, 605-347-2523, Deb Wilburn-Kerstiens, Section 504, 605-347-4770, Title X, Part C-Chrissy Peterson, 605-347-4770. The grievant should contact the appropriate coordinator to initiate the grievance procedure.

The grievant first shall discuss the alleged grievance informally with the coordinator, who shall investigate the complaint and reply to the grievant within five (5) business days. If the reply is not acceptable, the grievant may initiate formal procedures according to the following steps:

**LEVEL I --** The grievant shall submit a written statement of the grievance to the coordinator within five (5) business days of the receipt of the reply to the informal complaint.

The coordinator, within five (5) business days of receipt of the written grievance, shall require the employee or group who allegedly committed the grievance to submit a written grievance answer to the coordinator. Such answer shall a) confirm or deny each fact alleged in the grievance; b) indicate the extent to which the grievance has merit; and c) indicate acceptance or rejection of any desired redress specified by the grievant, or outline an alternative proposal for redress.

Within ten (10) business days of the receipt of the written grievance, the coordinator shall submit a written reply to the grievant.

**LEVEL II ---** If the grievant is not satisfied with the resolution of the grievance at Level I, he/she may submit a written statement of appeal to the Superintendent within five (5) business days of receipt of the written reply of the coordinator. The Superintendent shall meet with all parties involved, formulate a conclusion, and respond in writing to the grievant within ten (10) business days.

**LEVEL III --** If the grievant remains unsatisfied, he/she may submit a written statement of appeal to the School Board within five (5) business days of receipt of the written reply of the Superintendent. The School Board shall meet with the concerned parties and/or their representatives no later than the next regular School Board meeting following receipt of the

appeal. A copy of the Board's disposition of the appeal shall be sent to the grievant within ten (10) business days of the meeting.

LEVEL IV -- If the grievant still is not satisfied, he/she may appeal to the Kansas City Office, Office for Civil Rights, U. S. Department of Education, 8930 Ward Parkway, Suite 2037, Kansas City, MO 64114-3302, 816-268-0550, Fax: 816-823-1404, TDD: 877-521-2172, Email: [OCR.KansasCity@ed.gov](mailto:OCR.KansasCity@ed.gov)

Special provisions:

- 1) A grievance must be filed within forty-five (45) days after the occurrence that gave rise to the grievance. If the grievance is not filed within this time limit, it shall be considered null and void.
- 2) If the grievant fails to appeal from Level I to Level II or from Level II to Level III within the specified time limits, the grievance shall be considered null and void. If the coordinator or the Superintendent fails to reply within the specified time limits, the grievance shall automatically advance to the next Level.
- 3) The grievant has the right to be represented at his/her expense by knowledgeable persons, organizations, or groups of his/her selection at any point during the initiation, filing, or processing of the grievance. The coordinator shall provide help in identifying such knowledgeable persons or groups.
- 4) The District shall provide assistance to the grievant, including access to copies of the regulations, related guidelines, memoranda, and other relevant materials supplied to the District by the Federal government, and access to public grievance records. In addition, the coordinator and designated representatives shall provide consultation and assistance in the interpretation of such information and the use of the grievance procedure.
- 5) The grievant and the District shall jointly determine whether any grievance hearing or other grievance procedure shall be open to the public or open only to participants.
- 6) No person shall be subject to discharge, suspension, discipline, harassment, or any form of discrimination for having utilized or having assisted others in the utilization of this grievance procedure.
- 7) It should be understood that a complaint can be made to the Office for Civil Rights without following the District's grievance procedure, but the grievance procedure provides a method for getting a prompt and equitable resolution of a complaint.

### **SEXUAL HARASSMENT (GBEE\*)**

I. It is the policy of Meade School District 46-1 to maintain a learning and working environment that is free from sexual harassment. It shall be a violation of this policy for any member of the Meade 46-1 staff to harass another staff member or student through conduct or communication of a sexual nature as defined in Section II. It shall also be a violation of this policy for students to harass other students through conduct or communications of a sexual nature as defined in Section II.

II. Sexual harassment shall consist of unwelcome sexual advances, requests for sexual favors, and other inappropriate verbal or physical contact of a sexual nature when made by a member of the school staff to a student, a member of the school staff to another staff member, a student to another student, or a student to a staff member. Such behavior constitutes sexual harassment when any of the following statements apply:



- a. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or education;
- b. Submission to or rejection of such conduct by an individual is used as the basis for academic or employment decisions affecting that individual;
- c. Such conduct has the purpose or effect of substantially interfering with an individual's academic or professional performance or creating an intimidating, hostile, or offensive employment or educational environment.

III. Sexual harassment, as set forth in Section II, may include, but is not limited to, the following:

- a. Verbal harassment or abuse
- b. Pressure for sexual activity
- c. Repeated remarks to a person with sexual or demeaning implications
- d. Unwelcome touching
- e. Suggesting or demanding sexual involvement accompanied by implicit or explicit threats concerning one's grades, job, etc.

IV. Any person who alleges sexual harassment by any staff member or student in the District may contact the Title IX Coordinator, Jeff Ward, at 605-347-4454 or may complain directly to his/her immediate supervisor or building principal. In the event that the complaint is filed directly with the immediate supervisor or building principal, the immediate supervisor or building principal shall conduct a timely investigation into the matter and shall report the results of the investigation to the Superintendent. Any subsequent action taken shall be consistent with the results of the investigation and with Section V of this policy should the charges be substantiated. Filing of a Title IX grievance or otherwise reporting sexual harassment will not reflect upon the individual's status nor will it affect future employment, grades, or work assignments. The right of confidentiality, both of the complainant and of the accused, will be respected, consistent with the District's legal obligations and with the necessity to investigate allegations of misconduct and to take corrective action when this conduct has occurred.

V. A substantiated charge against a staff member in the District shall subject such staff member to disciplinary action, up to and including discharge. A substantiated charge against a student in the District shall subject that student to disciplinary procedures.

VI. This policy will be reviewed on an annual basis with all employees and students in each administrative unit and incorporated into teacher and student handbooks. It also will be distributed to all organizations in the community having written cooperative agreements with the District. Failure to comply with this policy may result in termination of the cooperative agreement. Information on the prevention of sexual harassment will be provided to teachers and students in all schools as needed.

#### **JURY LEAVE (GBN\*)**

Any employee called for jury duty or subpoenaed to testify on a matter in which the employee is not a named party will be granted jury leave with no deduction in pay for the days or parts of days such absence is required. All pay received from such duty shall be given to the District and deposited in the general fund.

#### **MILITARY LEAVE (GBO\*)**

Employees are entitled to military leave under the Uniformed Services Employment and Reemployment Act of 1994.

The employee must provide advance written or verbal notice to the Superintendent for all military duty. Notice may be provided by the employee or by the branch of military in which the

employee is serving. Notice is not required if military necessity prevents the giving of notice; or, the giving of notice is otherwise impossible or unreasonable.

Reemployment rights extend to persons who have been absent from work because of service in the uniformed services. Service in the uniformed services means duty on a voluntary or involuntary basis in a uniformed service, including:

- a. Active duty
- b. Active duty for training
- c. Initial active duty for training
- d. Inactive duty training
- e. Full-time National Guard duty
- f. Absence from work for an examination to determine a person's fitness for any of the above type of duty

The employee may be absent for up to five (5) years for military duty and retain reemployment rights.

#### Benefits:

Employees who are on military leave for more than 30 days may elect to continue in the district health insurance plan for up to 18 months at the full premium cost plus normal increases in premium. For military leave of less than 30 days, health care coverage will continue to be provided as if the employee had never left. An employee on military leave for more than 30 days, who chooses to discontinue coverage for themselves and their dependents, shall be placed back on the health plan as if they had never left, upon their return to employment with the district.

An employee who is also a participating member of the SDRS will continue to earn credited service in SDRS while serving in the uniformed services if he or she meets the following requirements:

- a. Secures authorization in advance from the district for military leave.
- b. Returns to employment of an SDRS participating unit within one year of discharge from his/her initial period of military service.
- c. Remains in the employment of that same employer for at least one year upon his/her return.

Such credited service does not require a contribution from either the employee or the district.

#### Return to Work

The employees are entitled to be reemployed in the job that they would have held had they not been absent for military service, with the same seniority, status and pay, as well any other rights and benefits determined by seniority.

An employee whose military leave has been for less than 31 days must return at the beginning of the next regularly scheduled work period on the first full day after release from service, taking into account safe travel home plus an eight (8) hour rest period.

An employee whose military leave has been for more than 30 days but less than 180 days must submit a letter of application for reemployment within 14 days of release from the service.

An employee whose military leave has been for more than 180 days must submit a letter of application for reemployment within 90 days of release from service.

The deadline for return to work may be extended by up to two (2) years for an employee who is injured or incurs a disability during military service. The district will make reasonable accommodations for any impairment upon the employees return to work.

The employee's separation from service must be under honorable conditions in order for the person to be entitled to reemployment rights. The district has the right to request that an individual who has been on military leave for a period of 31 days or more provide documentation showing:

- a. The application for reemployment is timely;
- b. The five-year service limitation has not been exceeded; and separation from service was under honorable conditions.

Upon receipt of the letter of application for reemployment, the district will promptly reinstate the employee. The actual day of return to work will be established by the district allowing for a reasonable time, not to exceed two weeks, to notify the displaced employee and have the position vacated.

The employee will be placed in the salary structure at the experience differential the employee would have occupied if the employee had remained continuously employed. All benefits that the employee is entitled to shall be reinstated as if the employee had remained continuously employed.

Any employee hired to replace an employee on active military duty shall not acquire tenure or a continuing contract right to the position served.

Leave of absence may be granted for military purposes.

Upon completion of the military service, the employee shall be entitled to reinstatement in the former position or its equivalent, subject to the following conditions:

- a. The employee is qualified and capable of performing the duties of the position.
- b. The employee makes written application for reinstatement to the superintendent within thirty (30) days after termination of military service.
- c. Resumption of employment may be postponed until the beginning of the new school year.
- d. The salary shall include increases that would have occurred during the military absence. Employees may be granted short-term military leave to perform required military assignments. The employee must choose whether to take leave without pay or to give the pay received for the military service to the District for deposit in the general fund.

### **STAFF COMPLAINTS AND GRIEVANCES (GBM)**

The Board will hear employee grievances only when established grievance procedures for certificated or support staff have been followed.

### **GRIEVANCE PROCEDURE**

Definition - The word "grievance" shall mean a complaint by an employee or group of employees based upon an alleged violation, misinterpretation, or inequitable application of any existing contracts, policies, rules or regulations of Meade School District 46-1 as they apply to conditions of employment. A grievant is defined as the employee or group of employees who sign the grievance.

Immediate Supervisor - Whenever any employee or group of employees has a grievance, they shall meet informally with the immediate supervisor within thirty-five (35) days of the occurrence

in an attempt to resolve the issue. If informal procedures do not resolve the matter, and if the grievant wishes to proceed, the grievant must submit a formal written statement of the grievance to the immediate supervisor of the grievant within ten (10) days after the informal meeting. The immediate supervisor shall set a meeting date as soon as possible, but in any event, no later than seven (7) days after the written grievance has been filed. Within seven (7) days after the meeting, the immediate supervisor shall serve a written disposition of the matter upon the party or parties involved.

Superintendent of Schools - If the grievance is not resolved by the immediate supervisor, the grievant may refer the grievance to the superintendent or the superintendent's official designee within seven (7) days of the immediate supervisor's written disposition of the grievance. The superintendent shall arrange with the grievant a meeting to take place as soon as possible, but not later than ten (10) days of the filing of the grievance. Within seven (7) days of the meeting, the grievant shall be provided with the superintendent's written response, including the reasons for the decision.

School Board – Within five (5) days after receipt of the above disposition the grievant may, if the grievance remains unresolved, appeal to the School Board. The School Board shall offer the grievant an opportunity to be heard in executive session at its next regularly scheduled meeting or as soon as practicable thereafter. The Board shall serve written disposition of the matter on the party or parties within ten (10) days after the grievance has been heard.

Division of Labor and Management Relations - If the grievance remains unresolved after being heard by the School Board, the grievant may within ten (10) days after receipt of the written disposition of the matter, appeal to the South Dakota Division of Labor and Management Relations in the manner so prescribed by the Division.

Time Limits - If the employees fail to file the grievance or appeal within the time limits established, the grievance shall be considered void. Once a grievance has been initiated, the time limits specified herein may be extended by mutual agreement of both parties.

In the event that a grievance is filed at such time that it cannot be processed through all steps of this procedure by the end of the school year, the time limit set forth herein shall be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

No Reprisals Clause - No reprisals shall be taken by the Board or the administration against any employee because of the employee's participation in a grievance.

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

Days Defined - "Days" as used herein shall mean working days.

Waiver of Steps - In the event the requested remedy is beyond the power of the immediate supervisor to grant, the grievance may be filed initially with the superintendent as provided in paragraph three.

## APPENDIX A

### Salary Guide

#### Food Service

Level	Title	Description	Starting Wage	Maximum Wage
Level 1	Food Service Worker		\$10.25	\$14.00
Level 2	Food Service Worker		\$10.75	\$15.00
Level 3	Site Manager		\$11.75	\$19.00

#### Buildings and Grounds

Level	Title	Description	Starting Wage	Maximum Wage
Level 1	Student Worker		\$9.75	\$13.00
Level 2	Part- Time Custodian		\$9.75	\$13.00
Level 3	Custodian		\$11.25*	\$17.00
Level 4	Head Custodian		\$13.75	\$20.00
Level 5	Maintenance Worker, Level 1		\$13.75	\$19.00
Level 6	Maintenance Worker, Level 2		\$15.75	\$21.00

\*After six months of employment, employee shall receive a 50¢ raise. (Level 3, Custodian)

For those custodians who regularly work the evening/night shift, a differential of 20¢ will be added to the hourly wage beginning at 3:00 p.m.

Employees, who have reached the maximum wage, will receive CPI or an approved annual raise, whichever is less.

#### Clerical

Level	Title	Starting Wage	Maximum Wage
Level 1	Administrative Assistant	\$11.75	\$17.00
Level 2	Head Administrative Assistant	\$12.75	\$18.00

#### Paraprofessional/Support Staff

Level	Title	Starting Wage	Maximum Wage
Level 1	Playground/Noon Supervisor, Paraprofessional	\$10.75	\$16.00
Level 2	STOP/ISS Coordinator, Behavior Paraprofessional	\$11.75	\$17.00
Level 3	Certificated Staff w/College Degree (Superintendent Approval)	\$11.75	\$17.00