

DOUGLAS SCHOOL DISTRICT
BOARD OF EDUCATION

AGENDA

Monday, July 15, 2024

VANDENBERG ELEMENTARY SCHOOL - Library Conference Room
561 Briggs Street
Box Elder, SD 57719

5:00 PM

DOUGLAS SCHOOL DISTRICT INVITES YOU TO ATTEND A SCHEDULED ZOOM ROOM MEETING:

Join Zoom Meeting <https://sdk12.zoom.us/j/97936689890?pwd=VadOUciEnoiEWKwxk1l1qvQn2SxFDZx.1>
Meeting ID: 979 3668 9890
Passcode: 345388

Individuals attending virtually and desiring to speak during public forum should email their request to the Superintendent's Office (Kevin.Case@k12.sd.us or Jackie.McPherson@k12.sd.us), including all identifying information by noon of the day of the board meeting.

{{Name: Agenda Item Name}}

1. Call Meeting To Order:
2. Pledge of Allegiance and Moment of Silence In Honor Of Fallen Soldiers And Active Duty Persons:
3. Recognition:
4. Review of Board Working Agreements:
 - We ask
 - We learn
 - We lead
- 5.
6. Public Forum:
7. Approval of Agenda:
8. **Public Hearing on Proposed 2024-25 School District Budget**
9. Consent Agenda Items:
 - A. Approve Regular Meeting Minutes for June 24, 2024.
 - B. Approve Personnel Action

- C. Approve the Purchases and Issuing of Accounts Payable and Payroll
- D. Approve Conflict Disclosures and Waiver Authorizations Pursuant to SDCL 3-23-3

10. Items Removed From Consent Agenda

11. Elementary and Secondary Curriculum and Instruction Items:

12. Superintendent Items:

A. Approve the following resolution:

WHEREAS, Col Patrice Holmes has provided two (2) years of service to the Douglas School District 51-1 as an associate member of the school board; and

WHEREAS, the purpose of associate board membership is to provide Ellsworth AFB representatives an opportunity to better understand the operation of the Douglas School District and to express opinions as reflected in the military community; and

WHEREAS, Col Patrice Holmes has fulfilled these requirements in an outstanding manner and is retiring with the Air Force;

THEREFORE BE IT RESOLVED that the School Board of Douglas School District 51-1 hereby commends Col Patrice Holmes for her outstanding contributions to the Douglas Schools Community.

B. Confirmation of Col Paul Koecher and CMSgt Tia Mullins as Associate School Board Members representing Ellsworth Air Force Base as per School Board Policy BL.

C. Approve the following Staff Handbooks for the 2024-25 school year:

- Negotiated Agreement
- Speech-Language Pathologist Handbook
- Classified Handbook
- Coordinator Handbook
- Administrator Handbook

13. Fiscal Resources Items:

A. LET IT BE RESOLVED that the Douglas School District #51-1 Board of Education, after duly considering the FY24 Expenditure needs, hereby approves and authorizes the transfer of FY24 contingency funds to the appropriate expenditure accounts within and between the General Fund and Special Education Funds for payment of instructional materials, equipment and costs not to exceed \$414,732.98.

B. Approve Supplemental Budget for FY24.

14. Operational Support Services Items:

- A. Consideration of Badger Clark Roofing Proposal
- B. Approve Second Reading of Revised Board Policy Regulation - GCLA-R Travel Allowance.
- C. Approve First Reading of Revised Board Policy BHD - Board Member Compensation and Expenses.

15. Reports:

- A. Superintendent:
- B. Committee Reports From Board Members and Comments from Associate Board Members

16. Upcoming Calendar Events:

- July 22-25 - Adaptive Schools Training
- August 8-9 - ASBSD Joint Convention, Sioux Falls
- August 12 - BOE Meeting, 5:00 pm

17. Adjournment

SECTION	B	TITLE	Board Governance and Operations	FILE	BDDH
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Public Participation at Board Meetings

The School Board recognizes and respects the input which may be provided by the public on school district matters. The Board also recognizes and respects the distinction between a school board meeting that is open to the public and a public hearing held by the school board.

- At a school board meeting which is open to the public, members of the public may be present, observe and listen to the school board conduct its business and may speak during the school board meeting consistent with this policy.
- At a public hearing held by the school board, there is usually one topic to be presented by the District and discussed. The public is given the opportunity to speak and be heard on the topic which is the reason for the public hearing. This type of meeting allows for public participation under the rules designed specifically for that meeting and is not subject to this policy.

This Policy applies only to regularly scheduled school board meetings held in open session. Matters addressed in executive session pursuant to SDCL 1-25-2 are not open to the public.

Personnel matters or complaints that directly or indirectly identify an employee shall not be discussed. Complaints against school employees or students, and complaints related to sexual harassment or bullying, must be addressed according to specific school district policies before being addressed by the School Board.

When a complaint against a school employee or a student is brought to the Board during the public forum, the Board President will direct the person bringing the complaint to the applicable complaint procedure. The complaint procedures are designed to ensure the proper balance in protecting the rights of the person(s) bringing the complaint and the rights of the person against whom the complaint is made. The Board will address the complaint only if the matter has been appealed to the Board pursuant to the applicable complaint policy

Persons making references about a specific school employee or employees, or a specific student or students during the public forum should be mindful that based upon what the person says during the public forum the employee(s) or student(s) about whom the comments are made may have legal recourse against the person voicing the complaint.

Persons speaking during the Public Forum at a school board meeting shall not cause public inconvenience, annoyance, or alarm to the school board or any person, and shall not engage in threatening behavior, make unreasonable noise, be disruptive, boisterous, argumentative, or threatening, shall not make comments which

are disrespectful to one or more persons, and shall not use profanity.

The time designated for Public Forum on the agenda shall be immediately before the adoption of the meeting agenda by the school board.

In order to assure that the Board may conduct its meetings in a respectful and efficient manner, the procedure for public participation at regularly scheduled monthly school board meetings is as follows:

1. Agenda and Non Agenda Items:

- a. Before the meeting is called to order, an individual who desires to speak at a school board meeting must in writing inform the Superintendent, the Business Manager or the Board President of the person's desire to speak and the topic upon which the person intends to speak. The requesting party must sign a form (prepared by the school district) with their name, address, email and topic to be addressed. Individuals attending virtually and desiring to speak during public forum, should email their request to the superintendent's office, including all identifying information, by noon the day of the meeting.
- b. During the time designated for Public Forum, the Board President will recognize the person who signed up to speak and the person may speak on the topic according to the rules set forth in this policy
- c. A speaker shall be granted 5 minutes to present comments to the school board. Upon receiving a request for an extension of time from the speaker, the school board, upon a motion being made and passed by a majority of school board members present and voting, may grant an additional amount of time not to exceed 5 minutes. Additional extensions may be granted only upon a two-thirds vote of school board members present and voting.
- d. Should a number of persons wish to address the school board on the same agenda item, or should the comments become repetitious, the School Board President, in the President's sole discretion, may shorten the time for comments to two minutes per person in order that persons wishing to address the school board may be heard and still allow the school board sufficient time to conduct its agenda business.

2. Adding an Item to the School Board Meeting Agenda in Order to Request Specific School Board Action:

- a. Any person or delegation (with one person being the spokesperson for the delegation) making a specific request to the school board which would require formal action by the school board must present a written request to the Superintendent for the item to be placed on the school board meeting proposed agenda. The written request must be submitted to the Superintendent at least five calendar days before the school board meeting.
- b. The specific request to add an item to the agenda shall clearly identify what is being requested and why, signed by the person making the request, and include the person's name, address, email and telephone number.
- c. The Superintendent will forward the request to the School Board President and the Board President will decide whether the item will be placed on the proposed agenda. Whether any item is to be addressed at the school board meeting is determined by a majority of school

board members at the beginning of the school board meeting when the school board adopts the proposed agenda as printed or adopted after being modified.

- d. If the item on the meeting agenda is adopted by the school board, the person or spokesperson for the delegation who has submitted the request for specific school board action will be granted 10 minutes to explain the request to the school board. Upon receiving a request for an extension of time from the speaker, the school board, upon a motion being made and passed by the majority of school board members present, may grant an additional amount of time not to exceed 5 minutes. Additional extensions may be granted only upon a two-thirds vote of school board members present and voting.
- e. In the sole discretion of the school board, requests to the school board for specific action submitted after the proposed agenda has been posted may be:
 - deferred until the next regular meeting or a special school board meeting, or
 - added to the meeting agenda for discussion purposes only, or
 - added to the agenda for discussion and possible action.

3. Authority of Presiding Officer:

The Board vests in its presiding officer the authority to terminate the right of any person to speak at the end of the time granted pursuant to provision 1.d, provision 1.e, or provision 2.d. as set forth in this policy. The presiding officer may also terminate the right of a person to speak at a school board meeting should the person cause public inconvenience, annoyance, or alarm to the school board or any person, engage in threatening behavior, make unreasonable noise, disturb or be disruptive of an official school board meeting, or when comments are disrespectful to one or more persons, boisterous, argumentative, threatening, or contain profanity.

If deemed necessary by the presiding officer, the presiding officer may contact local law enforcement to have a person removed from the school board meeting as it is a violation of law for a person to intentionally cause or create a risk of serious public inconvenience, annoyance, alarm or disturbance at a school board meeting.

REFERENCES

State Reference:

SDCL 1-25-1	Official meetings open to the public
SDCL 1-25-2	Executive or closed meetings
SDCL 13-32-6	Disturbance of school as a misdemeanor
SDCL 13-8-39	Management of schools by board
SDCL 22-18-35(3)	Disturbing any lawful assembly or meeting

Policy Cross Reference:

BD	School Board Meetings
Bddb	Board Meeting Agendas and Format
BDDC	Agenda Preparation and Dissemination

Adoption History

Approved	9/8/1977		
First Reading of Revision	10/10/1985		
Approved - Revision	11/14/1985		
First Reading	11/17/2014		
Approved	12/8/2014		
First Reading-Rewrite	2/13/2017		
Approved	2/27/2017		
First Reading-Revision	2/28/2022		
Approved	3/14/2022		

**DOUGLAS SCHOOL BOARD
REQUEST TO COMMENT
SPEAKER SIGN IN**

DATE _____

Persons speaking during the Public Forum at a school board meeting shall not cause public inconvenience, annoyance, or alarm to the school board or any person, and shall not engage in threatening behavior, make unreasonable noise, be disruptive, boisterous, argumentative or threatening, shall not make comments which are disrespectful to one or more persons, and shall not use profanity.

Please print legibly.

	Name & Address	Email & Phone #	Topic / Item #
1			
2			
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SECTION	B	TITLE	Board Governance and Operations	FILE	BDDH-E(2)
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Introduction to Public Forum

If the Board/Board President wishes to have the Board President make an introductory statement at the beginning of the Public Forum, the following may serve as a starting point which could be modified at the discretion of the Board/Board President and which is consistent with local Board policy.

This is the time for the Public Forum.

Each individual wishing to address the Board is asked to sign the form on the table in the back of the room with their name, address, email and topic to be addressed being legible. Persons having signed in will be recognized and have an opportunity to speak.

Speakers will have five (5) minutes to present comments to the school board. An extension of time may be granted pursuant to Board policy. Should more than one person wish to address the school board on the same agenda item, or should the comments become repetitious, speaker time may be shortened.

The District has policies related to complaints involving bullying, sexual harassment, school employees or students. Those policies include procedures designed to balance the rights of the person(s) bringing the complaint and the rights of the person against whom the complaint is made. If a complaint about bullying, sexual harassment, school employees or students is brought to the Board during the public forum, the person will be informed as to the applicable complaint procedure.

* Individuals attending virtually and desiring to speak during public forum, instructions are given on the meeting agenda when it is posted to email their request to the superintendent’s office, including all identifying information, by noon the day of the board meeting.

Notes: All Board members should be aware that SDCL 22-18-35(3) says any person who intentionally causes serious public inconvenience, annoyance, or alarm to any other person, or creates a risk thereof by disturbing any lawful assembly or meeting of persons without lawful authority is a criminal offense (Class 2 Misdemeanor). This statute could be referenced in extreme situations if a speaker/group fails to respect the decorum expected during a formal governmental meeting

Adopted: 3/14/2022

FY24 - FY25 BUDGET COMPARISON ALL FUND EXPENDITURES

EXPENDITURE	FISCAL 2023-2024 <u>APPROVED</u>	FISCAL 2024-2025 <u>PROPOSED</u>	<u>DIFFERENCE</u>	
	GENERAL FUND -10	GENERAL FUND -10		
INSTRUCTION	\$14,288,426	\$14,879,900		
SUPPORT SERVICES	\$9,223,487	\$9,592,500		
COMMUNITY SERVICES	\$7,500	\$7,500		
CO-CURRICULAR	\$1,461,406	\$1,475,500		
DEBT SERVICES	\$0	\$0		
CONTINGENCY/TRANSF	\$369,181	\$369,600		
TOTAL	\$25,350,000	\$26,325,000	\$975,000	3.85%
EXPENDITURE	CAPITAL OUTLAY - 21	CAPITAL OUTLAY - 21		
INSTRUCTION	\$1,155,450	\$2,419,400		
SUPPORT SERVICES	\$595,375	\$510,800		
COMMUNITY SERVICES	\$0	\$0		
CO-CURRICULAR	\$110,525	\$907,450		
CONTINGENCY/TRANSF	\$0	\$0		
TOTAL	\$1,861,350	\$3,837,650	\$1,976,300	106.18%
EXPENDITURE	SPECIAL ED. - 22	SPECIAL ED. - 22		
INSTRUCTION	\$3,694,068	\$3,841,850		
SUPPORT SERVICES	\$1,991,831	\$2,071,550		
COMMUNITY SERVICES	\$48,159	\$50,100		
CO-CURRICULAR	\$0	\$0		
CONTINGENCY/TRANSF	\$90,942	\$91,500		
TOTAL	\$5,825,000	\$6,055,000	\$230,000	3.95%
EXPENDITURE	IMPACT AID - 27	IMPACT AID - 27		
INSTRUCTION	\$0	\$0		
SUPPORT SERVICES	\$0	\$0		
COMMUNITY SERVICES	\$0	\$0		
CO-CURRICULAR	\$0	\$0		
CONTINGENCY/TRANSF	\$5,736,600	\$5,673,100		
TOTAL	\$5,736,600	\$5,673,100	(\$63,500)	-1.11%
EXPENDITURE	FOOD SERVICE - 51	FOOD SERVICE - 51		
INSTRUCTION	\$0	\$0		
SUPPORT SERVICES	\$1,545,000	\$1,585,000		
COMMUNITY SERVICES	\$0	\$0		
CO-CURRICULAR	\$0	\$0		
CONTINGENCY/TRANSF	\$0	\$0		
TOTAL	\$1,545,000	\$1,585,000	\$40,000	2.59%
GRAND TOTAL	\$40,317,950	\$43,475,750	\$3,157,800	7.83%

FY24 - FY25 BUDGET COMPARISON ALL FUND REVENUES

	FISCAL 2023-2024 <u>APPROVED</u>	FISCAL 2024-2025 <u>PROPOSED</u>
REVENUE	GENERAL FUND -10	GENERAL FUND -10
LOCAL	\$3,606,800	\$3,817,525
COUNTY	\$175,000	\$175,000
STATE	\$15,830,500	\$16,658,275
FEDERAL	\$1,100	\$1,100
RESERVE/TRANSFER	\$5,736,600	\$5,673,100
TOTAL	<u>\$25,350,000</u>	<u>\$26,325,000</u>
REVENUE	CAPITAL OUTLAY - 21	CAPITAL OUTLAY - 21
LOCAL	\$1,786,100	\$2,868,600
COUNTY	\$0	\$0
STATE	\$0	\$0
FEDERAL	\$0	\$135,000
RESERVE/TRANSFER	\$75,250	\$834,050
TOTAL	<u>\$1,861,350</u>	<u>\$3,837,650</u>
REVENUE	SPECIAL ED. - 22	SPECIAL ED. - 22
LOCAL	\$1,432,750	\$1,562,745
COUNTY	\$0	\$0
STATE	\$1,995,200	\$3,232,655
FEDERAL	\$859,951	\$861,376
RESERVE/TRANSFER	\$1,537,099	\$398,224
TOTAL	<u>\$5,825,000</u>	<u>\$6,055,000</u>
REVENUE	IMPACT AID - 27	IMPACT AID - 27
LOCAL	\$0	\$0
COUNTY	\$0	\$0
STATE	\$0	\$0
FEDERAL	\$5,250,000	\$5,250,000
RESERVE/TRANSFER	\$486,600	\$423,100
TOTAL	<u>\$5,736,600</u>	<u>\$5,673,100</u>
REVENUE	FOOD SERVICE - 51	FOOD SERVICE - 51
LOCAL	\$531,750	\$609,750
COUNTY	\$0	\$0
STATE	\$3,000	\$3,000
FEDERAL	\$797,250	\$765,500
RESERVE/TRANSFER	\$213,000	\$206,750
TOTAL	<u>\$1,545,000</u>	<u>\$1,585,000</u>
GRAND TOTAL	<u>\$40,317,950</u>	<u>\$43,475,750</u>

MINUTES
DOUGLAS SCHOOL DISTRICT
BOARD OF EDUCATION MEETING

Monday, June 24, 2024

The Douglas School District No. 51-1 Board of Education held a Regular meeting on Monday, June 24, 2024 at 5:00 PM in the library conference room at Vandenberg Elementary School, Box Elder, South Dakota. President Tanya Gray presided. Those present were:

Ben Frerichs: Present, Tanya Gray: Present, Amy McGovern: Present, Chris Misselt: Present via zoom, Tonya Welch: Present.

All actions in these Minutes were by unanimous vote unless otherwise stated.

President Tanya Gray called the meeting to order at 5:00 p.m.

There was nothing for public forum.

Motion to approve the agenda. This motion, made by Ben Frerichs and seconded by Amy McGovern, Carried.

Motion to approve the consent agenda, Items 7A-7F. This motion, made by Ben Frerichs and seconded by Amy McGovern, Carried.

Approved Regular Board Meeting Minutes of June 10, 2024.

Approved Personnel Action for June 24, 2024. (Attachment)

Approved May 2024 Financial Reports. (Attachment)

Approved Accounts Payable Report. (Attachment)

Approved recommendation of Mark Naugle as SDHSAA West River At-Large Representative.

There were no conflicts disclosed as defined in SDCL 3-23.

Elementary and Secondary Curriculum and Instruction Items:

Executive Director of Elementary Academics Ann Pettit presented the end-of-year K-5 Acadience Reading Scores. The scores for these essential skills necessary for proficient reading showed an increase to 72% this year! This success is intentional, and she reviewed historical data, the testing process, curriculum changes, staff training, and changes made by classroom teachers to accomplish it. She stated the new initiatives starting next school year to continue the work will be CHAMPS/DSC, Fundamental Five and Studer Education.

Executive Director of Secondary Academics Sandi Jimenez explained the MAP (Measure Academic Progress) test process and results in math, reading and science for grades 6-12. MAP is a norm-reference test and compares student scores to all students in the US. It gives a growth

score which measures progress and achievement score. MAP provides individual student data, class profiles and school profiles.

Superintendent Items:

Communications Coordinator Jade Temple updated the School Board on the work accomplished to date by the District Wellness Committee. Led by Dr. Andy Koenigs, the committee's work is tied to the Strategic Direction Focus Area 4 - Community and Wellbeing, Strategy 1 to develop a robust mental health/wellness plan for the district that is responsive to all stakeholders. Committee members represent a mix of Certified, Classified, Administration and Board. From the feedback gathered through the staff ThoughtExchange sent out in May, three main components for the wellness plan have been identified: Mental/Emotional, Environmental/Social, and Physical. The committee has come up with possible ways to address each wellness component. The committee is meeting throughout the summer break to develop a wellness plan draft for staff feedback and to develop a communication plan with a possible mid-fall launch.

Operational Support Services Items:

Motion to Approve First Reading of revised Policy Regulation GCLA-R, Travel Allowance. This motion, made by Amy McGovern and seconded by Tonya Welch, Carried.

Reports:

Committee Reports from Board Members and Comments from Associate Board Members.

Amy McGovern commented that there is no Box Elder Chamber of Commerce meeting in June, but lots of things going on in Box Elder - Grand Re-Opening of Air & Space Museum, groundbreaking for Urgent Care, and Wednesday nights are Food Truck Nights.

Tanya Gray added that she will be attending the Black Hills Special Services Cooperative Board of Directors meeting on Wednesday. Thinking of the southeastern schools which are not in a good place now with the flooding.

Motion to adjourn the meeting at 6:06 p.m. This motion, made by Ben Frerichs and seconded by Amy McGovern, Carried.

Tanya Gray, President

Trista Olney, Business Manager

_____ Initials

_____ Date

Published once at the total approximate cost of _____.

**DOUGLAS SCHOOL DISTRICT
PERSONNEL ACTION 6/24/2024**

Classified Resignations/Terminations

Name	Position	Location	Effective Date
Duncan Witt	Summer Instructional Aide	BC	6/10/2024

Classified Voluntary Transfer Request

Name	From Bldg / Position / Hrs / Wage	To Bldg / Position / Hrs / Wage	Effective Date
Chelsie Huseby	MS/Instruction Aide	FC/Instructional Aide	2024-2025
Princess Thomas	VES/Lunchroom Aide	VES/Instructional Aide	2024-2025

Certified Staff Hiring

Name	Location / Position	Wage	Effective Date
Alexis Marran	HS Special Education Teacher	\$63,200	2024-2025

Classified Staff Hiring

Name	Location / Position	Wage	Effective Date
Ryan Sobecki	Carr. Instructional Aide EC	\$17.75	2024-2025
Kacey Short	VES/FSW	\$15.50	2024-2025
Laura Rencountre	HS/Food Services	\$16.20	2024-2025

Temporary Hires

Name	Position	Salary	Effective Date
Paul Ferdinand	HS Asst. FB Coach	\$4,526.00	2024-2025
Tabitha Finney	Summer Instructional Aide	\$18.50/hr	2024-2025
Luanne Stukerjurgan	CO Summer Help	\$19.20/hr	6/10/2024
Jason Boeding	MS Asst. FB Coach	\$2,648.00	2024-2025
Kaylin Smith	HS Summer Help As Needed	\$16.20/hr	2023-2024
Chris Wieman	HS Social Studies Dept. Head	\$1,500.00	2024-2025
Brenda Johnson	Transportation Corrdinator Stipend	\$5.69	2024-2025
** Theresa Ames	ESY Bus Aide	\$14.70	6/1/2024
Edwin Snarks	ESY Bus Aide	\$18.45	6/1/2024
Tammy Koch	ESY Bus Driver	\$24.15	6/1/2024
Lisa Scofield	ESY Bus Driver	\$24.15	6/1/2024
Lucas Giersberg	Summer Helper/Tech Dept	\$13.00/hr	6/7/2024

** Personnel Action additions and updates made after initial publication and before scheduled school board meeting.

May 1, 2024 FINANCIAL	GENERAL FUND	CAPITAL OUTLAY	SPECIAL EDUCATION
BALANCE 4/30/24	(1,243,766.52)	1,419,572.50	1,699,594.56
RECEIPTS:			
TAXES	1,716,725.27	1,447,640.01	761,039.52
INTEREST	802.71	0.00	0.00
ADMISSIONS	1,064.08	0.00	0.00
LOCAL	2,783.18	7,000.00	0.00
COUNTY	6,456.74	0.00	0.00
STATE	1,269,916.00	0.00	273,928.00
FEDERAL	0.00	125,280.00	61,257.00
OTHER	127.00	137.20	0.00
INTERFUND TRAN.	19,150.87	0.00	0.00
TOTAL RECEIPTS:	3,017,025.85	1,580,057.21	1,096,224.52
DISBURSEMENTS:			
VERIFIED CLAIMS	241,684.62	1,614,623.18	21,371.78
SALARIES	1,746,763.34	0.00	407,239.17
TRANSFERS OUT			
BALANCE 05/31/24	(215,188.63)	1,385,006.53	2,367,208.13
BALANCE 05/31/23	338,999.81	2,104,437.24	1,826,919.83

May 1, 2024 FINANCIAL	FEDERAL PROJECTS	UNEMPLOY- MENT FUND
BALANCE 4/30/24	(3,936,293.66)	49,497.51
RECEIPTS:		
LOCAL		
STATE		
FEDERAL	246,889.54	0.00
REIMBURSEMENTS		
OTHER (LOCAL) -AFROTC	0.00	0.00
INTERFUND TRAN.		
TRANSFER IN		
TOTAL RECEIPTS:	246,889.54	0.00
DISBURSEMENTS:		
VERIFIED CLAIMS	44,961.18	0.00
SALARIES	94,533.87	0.00
TRANSFERS OUT		
BALANCE 05/31/24	(3,828,899.17)	49,497.51
BALANCE 05/31/23	(2,944,652.36)	49,497.51

May 1, 2024 FINANCIAL	DEP CARE	MEDICAL REIMB	IMPACT AID
BALANCE 4/30/24	2,331.59	(1,262.64)	28,706,929.54
RECEIPTS:			
INTEREST	0.00	0.00	19,150.87
FEDERAL	0.00	0.00	2,803,610.00
LOCAL	1,051.68	2,093.72	0.00
OTHER			
INTERFUND TRAN.			
LOANS			
TOTAL RECEIPTS:	1,051.68	2,093.72	2,822,760.87
DISBURSEMENTS:			
VERIFIED CLAIMS	1,241.90	(49.60)	0.00
EXPENDITURES/TRANSFERS OUT	0.00	0.00	19,150.87
BALANCE 05/31/24	2,141.37	880.68	31,510,539.54
BALANCE 05/31/23	75.07	3,002.43	27,848,776.54

May 1, 2024 FINANCIAL	FOOD SERVICE	FIDUCIARY FUNDS
BALANCE 4/30/24	239,391.15	293,046.81
RECEIPTS:		
INTEREST		
SALES	41,723.06	0.00
STATE	0.00	0.00
FEDERAL	137,986.87	0.00
LOCAL	745.49	53,259.71
OTHER		
INTERFUND TRAN.		
LOANS		
TOTAL RECEIPTS:	180,455.42	53,259.71
DISBURSEMENTS:		
VERIFIED CLAIMS	65,765.31	42,667.91
SALARIES	79,728.02	0.00
BALANCE 05/31/24	274,353.24	303,638.61
BALANCE 05/31/23	333,796.75	280,298.38

Board Report - For School Board 06/30/2024

<u>Vendor Name</u>	<u>Check #</u>	<u>Expensed</u>	<u>Amount</u>
AMAZON.COM	184172		1,021.52
AMERICAN AIRLINES	184156		1,175.92
AQUA CHEM	184173		675.00
ATHLETIC.NET LLC	184156		125.00
BELLE FOURCHE COUNTRY CLUB	184156		6.00
BLACK HILLS DOOR SYSTEMS, INC.	184174		8.10
BLACK HILLS ENERGY- AUTO PAY	173		29,135.28
BORDER STATES ELECTRIC INC	184175		1,367.98
BOX ELDER HARDWARE	184176		802.61
CASH - BUILDINGS & GROUNDS	184177		17.50
CASH - CO	184178		1,096.00
CHURCHILL, MANOLIS, FREEMAN, KLUDT &	184181		8,617.39
CITY OF BOX ELDER/PUBLIC WORKS DEPT	184182		4,471.55
COLUMN SOFTWARE PBC	184183		642.03
DEMCO, INC	184185		54.39
Diamond Vogel	184186		1,657.84
EBACH ENTERPRISES	184187		18,420.00
FIDUCIARY ACCOUNT	184188		302.75
FRANCK, SYDNEY	184189		100.00
GOOD STUFFED, THE	184156		750.00
HAGGERTYS MUSICWORKS	184190		559.35
HART RANCH GOLF COURSE	184156		15.00
HIGH POINT NETWORKS, LLC	184191		27.20
HILLYARD INC	184192		4,332.68
HOBBY LOBBY CREATIVE CENTER	184156		248.23
INNOVATIVE OFFICE SOLUTIONS	184194		813.68
KIEFFER SANITATION, INC.-AUTO PAY	174		2,486.32
LEADERSHIP MATTERS LLC	184195		10,499.48
LYNN JACKSON SHULTZ & LEBRUN PC INC	184196		3,988.00
MCDONALDS	184156		249.00
MENARDS	184199		1,145.96
MIDCONTINENT COMMUNICATIONS- AUTO PAY	175		1,477.55
MR LOCK INC	184156		45.61
MUSIC THEATRE INTERNATIONAL	184156		1,774.76
NEFF COMPANY/JOSTENS	184200		803.25

Board Report - For School Board 06/30/2024

<u>Vendor Name</u>	<u>Check #</u>	<u>Expensed</u>	<u>Amount</u>
NORTHWEST PIPE FITTINGS, INC.	184201		678.64
OLIVE GARDEN	184156		450.98
OLNEY, TRISTA	184202		340.20
OSTEN, CAROL	184203		98.89
PAPER DIRECT	184156		133.95
PETTIT, ANN	184204		10.00
PRINT MARK-ET	184205		68.00
SAM'S CLUB	184156		228.63
SAPPHIRE BACKGROUND CHECK	184207		945.00
SOFTWARE UNLIMITED INC	184209		12,700.00
TACO JOHNS RAPID CITY	184156		598.75
TEMPLE, JADE	184211		264.58
TIMMONS MARKET	184156		29.93
TRU BY HILTON	184214		422.05
VANWAY TROPHY & AWARD, INC.	184216		147.95
VERIZON WIRELESS	184217		392.38
WAL-MART STORES INC	172		391.88
GENERAL FUND			116,814.74
AMAZON.COM	184172		(0.01)
LOWE'S BUSINESS ACCOUNT	184156		1,018.00
MAMMOTH SPORTS CONSTRUCTION, LLC	184197		790,250.00
CAPITAL OUTLAY			791,267.99
AMAZON.COM	184156		216.22
ARK THERAPEUTIC	184156		48.97
CASH - CO	184178		48.00
CASH - PUPIL PERSONNEL	184179		9.80
CHILDREN'S CARE HOSPITAL & SCHOOL	184180		6,120.00
DELTA AIR LINES	184156		1,155.20
MELTON, JODY	184198		35.36
SD DEPARTMENT OF HUMAN SERVICES	184208		10,197.90
SONOVA USA INC	184210		290.00
TIMMONS MARKET	184213		17.38
SPECIAL ED			18,138.83
WEBSTAIRANT STORE	184156		1,818.25
FOOD SERVICE			1,818.25
DAVIS, ANGELA	184184		500.00

Board Report - For School Board 06/28/2024

<u>Vendor Name</u>	<u>Check #</u>	<u>Expensed</u>	<u>Amount</u>
INFINITE CAMPUS	184193		7,800.00
INSTITUTE MULTI-SENSORY EDUCATION	184156		1,500.00
LEADERSHIP MATTERS LLC	184195		12,709.90
LOVES TRAVEL STOP	184156		148.10
REAL DEAL ACTIVEWEAR, LLC	184206		19,861.00
SAM'S CLUB	184156		3,209.82
THINKING COLLABORATIVE, LLC	184212		2,904.00
TUCKER, CONNIE	184215		1,500.00
WAL-MART STORES INC	184156		501.00
GRANTS			50,633.82
SUBTOTAL			978,673.63
ALSCO	12459		298.96
CASH-WA DISTRIBUTING COMPANY, INC.	12460		1,967.92
DOUGLAS PETTY CASH	12461		46.95
GARVER, CASSANDRA	12462		41.25
GENERAL FUND	12463		35,728.18
KOSOBUD, CHERYL	12464		36.65
PRAIRIE FARMS	12465		691.35
REINHART FOOD SERVICE LLC	12466		647.08
FOOD SERVICE			39,458.34
Grand Total:			1,018,131.97

DOUGLAS SCHOOL DISTRICT**PERSONNEL ACTION 7/15/2024****Certified Professional Growth Plans**

Name	Building	Position	
Leighona Blair	DMS	6th ELA Teacher	6/25/2024
Melissa Schwiesow	VES	Instructioanl Leader	6/27/2024

Classified Service Factor Bonus

Name	Position/Years	Amount	Dates of Service
Luann Stukerjurgan	Registrar / 5 Years	\$313.06	7/9/2019-7/9/2024

Certified Resignations/Terminations

Name	Position	Location	Effective Date
Megan Kvernum	Librarian	MS	07/09/24 assess \$2000 liquidated damages per Board Policy GCPB

Classified Resignations/Terminations

Name	Position	Location	Effective Date
Lisa Allen	LRA	VES	Deceased
Duncan Witt	Instructional Aide	HS	7/9/2024
James Ritter	Custodian	BC	7/3/2024

Classified Voluntary Transfer Request

Name	From Bldg / Position / Hrs / Wage	To Bldg / Position / Hrs / Wage	Effective Date
Kristyn LaBine	BC/Library Aide	MS 7th Grade Math	2024-2025

Certified Staff Hiring

Name	Location / Position	Wage	Effective Date
Karissa Perez	District/Family Services Worker	\$60,200.00	2024-2025

Classified Staff Hiring

Name	Location / Position	Wage	Effective Date
Felicia Sauceman	Instructional Aide (18-21 Program)	\$17.00	2024-2025
Shawn Compton	Tech Coordinator	\$77,800.50	7/15/2024

Temporary Hires

Name	Position	Salary	Effective Date
Andrea Byrd	FC/Team Leader	\$500.00	2023-2024
Kerry Waterson	FC/Team Leader	\$500.00	2023-2024
Judy Badura	FC/Team Leader	\$500.00	2023-2024
Tiffany Thomas	FC/Team Leader	\$500.00	2023-2024

	Colin Weinzirl	FC/Team Leader	\$500.00	2023-2024
	Kaitlin Heier	8th Asst Girls BB Coach	\$2,648.00	2024-2025
	Kaitlin Heier	7th Head Boys BB Coach	\$4,895.00	2024-2025
**	Personnel Action additions and updates made after initial publication and before scheduled school board meeting.			

Board Report - For School Board 07/15/2024

<u>Vendor Name</u>	<u>Check #</u>	<u>Expensed</u>	<u>Amount</u>
11:11 SYSTEMS	184251		13,388.65
AMAZON.COM	184281		204.00
AMERICAN AIRLINES	184281		35.00
AMERICAN SCHOOL BOARD JOURNAL	184252		234.00
ASBSD	184253		4,584.32
ASCD	184254		125.00
BLACK HILLS CHEMICAL CO	184221	X	5,603.76
BLACK HILLS ENERGY- AUTO PAY	180		21,015.13
BOX ELDER HARDWARE	184224	X	83.59
CASE, KEVIN	184281		1,283.80
CENTURYLINK	184226	X	484.90
COLUMN SOFTWARE PBC	184227	X	202.20
DAKOTA BUS SERVICE, INC.	184230	X	4,922.50
DAYS INN SIOUX FALLS	184231	X	287.00
DigiKey	184281		822.35
DYNA-KLEEN SERVICE	184258		22,980.00
EDLIO INC	184259		7,200.00
EMC INSURANCE COMPANIES	184260		506,965.00
FIDUCIARY ACCOUNT	184261		3,124.50
FRERICHS, BENJAMIN	184233	X	18.30
FRONTLINE TECHNOLOGIES GROUP LLC	184262		32,190.84
GRAY, TANYA	184234	X	33.80
INFINITE CAMPUS	184263		16,479.95
INSTITUTE MULTI-SENSORY EDUCATION	184264		7,500.00
KIEFFER SANITATION, INC.-AUTO PAY	178		2,486.32
KOSTERS, TIMOTHY	184236	X	1,334.76
LOAF N JUG	184281		16.99
LODGE AT DEADWOOD, THE	184237	X	1,070.00
MARSH & MCLENNAN AGENCY LLC	184265		81,239.25
MCGOVERN, AMY	184238	X	43.35
MENARDS	184266		44.61
MG OIL COMPANY, INC.	184267		990.26
MIDCONTINENT COMMUNICATIONS- AUTO PAY	177		1,366.87
MOSYLE CORPORATION	184268		5,797.00
NAFIS	184269		4,610.28

Board Report - For School Board 07/15/2024

<u>Vendor Name</u>	<u>Check #</u>	<u>Expensed</u>	<u>Amount</u>
OLNEY, TRISTA	184240	X	103.11
PANERA BREAD - CREDIT CARD	184281		384.08
PENNINGTON COUNTY SHERIFF	184241	X	370.72
PIZZA HUT- BOX ELDER	184281		89.89
POPP BINDING AND LAMINATING, INC	184270		2,082.00
RAMKOTA HOTEL	184242	X	234.00
RISK ADMINISTRATION SERVICES INC	184272		84,748.59
ROUGH RIDER HEALTH PROMOTION	184281		506.00
ROWENHORST, BARBARA	184274		2,400.00
SASD	184275		3,691.00
SERGEANT LABORATORIES	184276		14,564.51
SOFTWARE UNLIMITED INC	184245	X	50.00
SOUTH DAKOTA ONE CALL	184246	X	85.05
SUMMIT COMPANIES	184247	X	6,213.00
TEMPERATURE TECHNOLOGY INC	184249	X	27.40
TIMMONS MARKET	184281		27.76
US BANK	184281		422.73
VERIZON WIRELESS	184278		392.38
VOYAGER FLEET SYSTEMS, INC.	184279		663.94
WELCH, TONYA	184250	X	14.64
WEST RIVER ELECTRIC-AUTOPAY	176		1,331.08
WINNER SCHOOL DISTRICT	184280		5,000.00
GENERAL FUND			872,170.16
BORDER STATES ELECTRIC INC	184223	X	1,131.37
CENTURY BUSINESS	184255		2,941.95
CO-OP ARCHITECTURE	184228	X	2,000.00
FREED'S FLOORS	184232	X	5,237.77
INDEPENDENT WINDOW TINTING, LLC	184235	X	3,075.75
RIDDELL / ALL AMERICAN SPORTS CORP	184271		10,977.70
RIVERSIDE TECHNOLOGIES INC	184273		3,980.00
SECO CONSTRUCTION INC	184243	X	14,834.00
SPORTS IMPORTS	184277		8,178.95
TATCO CONSTRUCTION SERVICES	184248	X	143,773.00
CAPITAL OUTLAY			196,130.49
BLACK HILLS SPECIAL SERVICES COOPERATIVE	184222	X	3,744.59
CLOSING THE GAP	184281		525.00

Board Report - For School Board 07/15/2024

<u>Vendor Name</u>	<u>Check #</u>	<u>Expensed</u>	<u>Amount</u>
COUNCIL OF ADMINISTRATORS OF SPECIAL	184281		453.46
CREATIVELY FOCUSED LLC	184256		5,981.25
CROOKS, TERESA	184229	X	352.80
DELTA AIR LINES	184281		426.95
LODGE AT DEADWOOD, THE	184237	X	150.00
RISK ADMINISTRATION SERVICES INC	184272		18,301.87
SOURCE ORTHO	184281		2,670.00
UNITED AIR LINES	184281		1,054.94
SPECIAL ED			33,660.86
DAKOTA TRAVEL	184257		1,167.90
NAESP	184281		1,799.00
SAM'S CLUB	184281		223.56
SERV. INC.	184244	X	535.50
GRANTS			3,725.96
SUB TOTAL			1,105,687.47
ALSCO	12472		149.48
CASH-WA DISTRIBUTING COMPANY, INC.	12473		4,619.18
DAKOTA WAREHOUSE	12474		120.00
FIDUCIARY ACCOUNT	12475		40.00
GENERAL FUND	12476		38.19
INFINITE CAMPUS	12477		6,607.20
PRAIRIE FARMS	12478		2,145.73
PROGUARD SERVICE & SOLUTIONS	12470	X	1,231.98
REINHART FOOD SERVICE LLC	12479		1,111.79
RISK ADMINISTRATION SERVICES INC	12480		3,032.54
TAGGART, DAWN	12471	X	19.25
FOOD SERVICE			19,115.34
Grand Total:			1,124,802.81

PAYROLL EXPENDITURES

JUNE 7 2024

JUNE 21 2024

TOTALS

\$1,198,358.62

\$1,570,322.31

2024-25



AGREEMENT BETWEEN

DOUGLAS SCHOOL DISTRICT 51-1

and

DOUGLAS EDUCATION ASSOCIATION

Discrimination Prohibited

Equal Opportunity Employment

It is the policy of the Douglas School District 51-1 that no employee shall be discriminated against on the basis of race, color, creed, religion, age, sex, gender, pregnancy, gender identity, sexual orientation, disability, national origin, ancestry or veteran status in any program, service or activity for which the Douglas School District is responsible as required by Title IX, Public Law 93- 112, Section 504, and other state and federal laws. Every available opportunity will be taken to assure that each applicant for a position is selected on the basis of qualifications, merit and ability.

Title IX Policy Notification Statement

The Douglas School District does not discriminate in its employment policies and practices, or in delivery of its educational programs or services on the basis of race, color, creed, religion, age, sex, gender, pregnancy, gender identity, sexual orientation, disability, national origin, ancestry or veteran status.

Concerns regarding Title IX of the Education Amendments of 1972 should be directed to ~~Mr. Bud Gusse~~, Executive Director of Operations & Support Services, Douglas School District 51-1, 400 Patriot Drive, Box Elder, SD 57719 (605) 923-0000.

Inquiries concerning the applications of Title VI Civil Rights Act of 1964 may be referred to the Executive Director of Secondary Academics, Douglas School District 51-1, 400 Patriot Drive, Box Elder, SD 57719. (605) 923-0000. Section 504 of the Rehabilitation Act of 1973, as amended, may be referred to the Director of Special Education Services, Douglas School District 51-1, 421 Don Williams Drive, Box Elder, SD 57719 (605) 923-0013.

For additional information contact Office for Civil Rights, U.S. Department of Education, Office for Civil Rights, 1010 Walnut Street, 3rd Floor, Suite 320, Kansas City, Missouri 64106. Phone: (816) 268-0550; TDD: (800) 877-8339; Fax: (816) 268-0599. Email OCR.KansasCity@ed.gov

TABLE OF CONTENTS

ASSIGNMENT AND TRANSFER	12
ASSOCIATION RIGHTS	4
COMPLAINTS/REQUEST FOR REVIEW	10
CONTRACT RENEWAL AND CONTINUING CONTRACTS	11
DISMISSAL AND SUSPENSION	14
DISTRICT RIGHTS	4
EDUCATION COUNCIL	5
EFFECTIVE DATE; DURATION OF AGREEMENT; AND NEGOTIATION PROCEDURES	45
EXTRA-DUTY AND OTHER ALLOWANCES (Appendix B)	47
GRIEVANCE PROCEDURE	6
INDIVIDUAL TEACHER'S CONTRACTS	11
INSURANCE PROGRAM	32
LEAVES OF ABSENCE	22
A. Extended Leave of Absence	22
B. Short Leave Without Pay	22
C. Professional Leave	23
D. Association Leave	23
E. Sick Leave	24
F. Bereavement Leave	25
G. Family and Medical Leave	26
H. Worker's Compensation	26
I. Additional Use of Sick Leave (Court Appearance)	26
J. Personal Leave	26
K. Court Witness and Jury Duty Leave.	27
L. Military Leave	27
M. Parental Leave	27
N. Sabbatical Leave	29
LENGTH OF SCHOOL TERM	16
MATTERS NOT COVERED	43
MEDICAL EXAMINATION	10
MILEAGE	41
MISCELLANEOUS PROVISIONS	44
PROFESSIONAL DUES AND PAYROLL DEDUCTIONS	41
RECOGNITION	3
REDUCTION IN PROFESSIONAL STAFF WORKFORCE	14
SALARY AND TEACHER CLASSIFICATION	35
A. Salary Schedule - General Provisions	35
B. Experience Increments	36
C. Master's Degree Requirements	36
D. Masters Plus Thirty / Master's Plus Forty-Five Requirements	37
E. Areas of Specialization Pay (PROFESSIONAL GROWTH PLANS)	37
F. Academic Study/Tuition Reimbursement Program	40

G. Payment of Salary	41
H. Extra- Duty Contract Payments	41
2024-25 APPROVED SALARY SCHEDULE (Appendix A)	47
SEPARATION PROGRAM	33
SICK LEAVE BANK	30
STUDENT DISCIPLINE AND TEACHER PROTECTION	43
TEACHING DAY	16
TEACHER EVALUATION	18

NEGOTIATIONS AGREEMENT

This Agreement made and entered into at Box Elder, South Dakota, pursuant to the provisions of [SDCL 3-18-8](#), by and between the Douglas School District 51-1, hereinafter called District, and Douglas Education Association, hereinafter referred to as Association.

WITNESSETH:

WHEREAS, both of the parties to this Agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship which exists between the District and the employees covered by this Agreement and to enter into a complete Agreement covering wages, rates of pay, hours of employment or other conditions of employment, and,

WHEREAS, the parties recognize that all the provisions of this Agreement must meet the requirements and procedures required by law and the provisions of the statutes of the State of South Dakota, and,

WHEREAS, the parties do hereby acknowledge that this Agreement is the result of the unlimited right and opportunity afforded each of the parties to make any and all demands and proposals with respect to the wages, rates of pay, hours of employment or other conditions of employment with respect to the unit of employees covered hereby,

NOW, THEREFORE, in consideration of the execution of this Agreement and the covenants and Agreements mutually expressed herein and arrived at by the parties hereto, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

Pursuant to the provisions of [SDCL 3-18](#), the Douglas School District 51-1 recognizes the Douglas Education Association as the exclusive formal representative for purposes of negotiations under SDCL 3-18 for all certified teachers who are regularly employed by the Board of Education, excluding those persons designated as administrative personnel. Notwithstanding this recognition, the parties hereto understand and agree that any individual teacher, or group of teachers, shall have the right at any time to present grievances to the District and to have such grievances adjusted without the intervention of the Association as long as the adjustment is not inconsistent with the terms of this Agreement, and provided the Association has been given the opportunity to be present at such adjustment. Where used herein, the terms "teacher" or "employee" shall mean those individuals identified above unless otherwise indicated.

ARTICLE II

DISTRICT RIGHTS

- A. In recognizing the Association as the exclusive formal representative as hereinbefore provided, the Board of Education retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities imposed upon and vested in it by the laws and the Constitution of the State of South Dakota and of the United States, including, but without limiting the generality of the foregoing, the rights and responsibilities set forth in SDCL 13-8-1, 13-8-39 and 13-10-2.
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by such expressions of limitation relating to the unit as are contained in this Agreement and then only to the extent such expressed limitations are in conformance with the Constitution and the laws of the State of South Dakota and the Constitution and laws of the United States.

ARTICLE III

ASSOCIATION RIGHTS

- A. The Association shall be furnished on request regularly and routinely prepared information concerning the financial condition of the School District, including the annual financial statement and adopted budget. Nothing herein contained, however, shall require the Central Administrative Staff to research and assemble information requested by the Association.
- B. When the agenda of an official meeting of the Board of Education has been prepared and finalized, a digital copy of such agenda shall be **made available online for access by the association within a reasonable time.** ~~given to the Association. Within a reasonable time after official meetings, of the Board of Education, the Board shall provide the Association with a copy of the minutes of such Board meetings.~~
- C. Any authorized representative of the Association and its affiliates shall be free to visit the various places of employment of all of the employees covered by this Agreement at reasonable hours and for reasonable periods of time for the purpose of carrying on his/her duties relating to the **Association including those related to the** administration of this Agreement, provided that:

1. He/she shall first notify the building principal or other appropriate supervisor of such building who will provide a meeting place for meetings with teachers;
2. There shall be no interference with the conduct of the operations in such buildings; and
3. No teacher shall be consulted when such teacher has direct classroom or other supervisory responsibilities.

Neither the Association, its members nor its representatives shall visit such places of employment for the purpose of collecting Association dues ~~or conducting Association business unrelated to the~~ ~~administration of this Agreement~~ during working hours.

- D. Representatives of the Association will be permitted to hold meetings in school buildings at times outside the school day, provided (1) such requests for meetings do not conflict with previously scheduled staff meetings, and (2) such requests have been submitted on the proper building use form and have been approved by the building principal.
- E. The Board shall provide a bulletin board in the faculty lounge of each school building, which may be used by the Association for displaying Association notices and circulars.

ARTICLE IV

EDUCATION COUNCIL

- A. An Education Council shall be composed of teachers who shall be appointed annually by the Association: two (2) teachers from each of the elementary administrative units/schools, the middle school, and the senior high school, the Superintendent of schools or designee, and five (5) persons designated by him/her annually.
- B. Unless the members of the Council otherwise agree, the Council shall meet at least once per month during the school year to discuss items not covered in the Negotiated Agreement. The first meeting shall be held in September. Meeting dates and protocol for the remainder of the year will be set at that time.
- C. The clerical expenses of the Council and its subcommittees shall be paid by the Board of Education.
- D. Association representatives on the Council shall be released from school duties for monthly meetings of the Council without loss of salary whenever it is jointly decided to hold such meetings during the school day.

ARTICLE V

GRIEVANCE PROCEDURE ([Board Policy Regulation GBM-R](#))

A. Definitions

1. A "grievance" shall mean a complaint by a teacher, or teachers, employed by the Douglas School District, that there has been a violation, misinterpretation or inequitable application of any of the terms of this Agreement, except that the term "grievance" shall not apply to any matter as to which (1) the method of review is prescribed by law, or (2) the Board is without authority to act.
2. An "aggrieved person" is a teacher or teachers asserting a grievance in writing.
3. A "party in interest" is a person who might be required to take action or against whom action might be taken in order to resolve a grievance.
4. The term "days", except where otherwise provided in the Negotiated Agreement, shall refer to calendar days. The day of delivery or notice shall not be counted as a calendar day as it pertains to the timelines.

B. Principles

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems.
2. The proceedings under this procedure will be kept informal, and confidentiality shall be maintained.
3. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally, at a mutually agreeable time, with the teacher's immediate supervisor and to have the grievance adjusted, provided the adjustment is consistent with the terms of this Agreement.
4. The Douglas Education Association shall have the opportunity to be present and to state its views at any level of the grievance procedures.

C. Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and reasonable efforts

should be made to expedite the process. The time limit specified may, however, be extended by mutual Agreement.

2. If a grievance is filed which cannot be finally resolved under the time limits set forth herein prior to the end of the school year, and which, if left unresolved until the beginning of the following school year, could result in irreparable harm to an aggrieved person or a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be concluded prior to the end of the school year, or as soon thereafter as is practicable.
3. No grievance shall be recognized unless it is presented at the appropriate level within thirty (30) days after the aggrieved person knew, or should have known, of the act or condition on which the grievance is based, and if not so presented, the grievance will be considered as waived, provided that a grievance filed under the first paragraph of Miscellaneous Provisions hereof shall not be recognized at Level 2 unless it has been filed with the superintendent's office within at least forty-five (45) days after the act or condition upon which it is based occurred.

D. Informal Procedures

1. If a teacher has a complaint, he/she shall first discuss the matter with his/her immediately involved supervisor in an effort to resolve the problem informally.

E. Formal Procedures

1. Level 1: Principal
 - a. If the teacher is not satisfied with the disposition of the complaint through informal procedures, the teacher may submit the problem as a formal written grievance to his/her principal. ([Board Policy Exhibit GBM-E, Form S-423](#))
 - b. The aggrieved person shall discuss the grievance personally, and may request that a representative of the Douglas Education Association accompany him/her.
 - c. The principal shall within ten (10) days render a decision in writing to the aggrieved person.
 - d. A teacher who is not directly responsible to a building principal may submit the formal written grievance to the administrator to whom he/she is directly responsible.

2. Level 2: Superintendent

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level 1, or if no decision has been rendered within ten (10) days after the presentation of the grievance, he/she may file the grievance in writing with the superintendent within ten (10) days after the grievance decision has been rendered at Level 1 or within twenty (20) days after the grievance was presented at Level 1, whichever is sooner.
- b. If requested by the teacher, the Douglas Education Association may file such grievance on behalf of the teacher within the time limit set forth above.
- c. The superintendent, or his/her designee or designees, will represent the administration at Level 2 of the grievance procedure.
- d. The superintendent, or his/her designee or designees, shall meet with the aggrieved person and parties in interest in an effort to resolve the grievance. Such meeting shall take place within ten (10) days after the receipt of the written grievance by the superintendent, or his/her designee or designees. The superintendent, or his/her designee(s) shall render his/her decision in writing to the aggrieved person.

3. Level 3: Board of Education

If the aggrieved person is not satisfied with the disposition of the grievance at Level 2, or if no decision has been rendered within ten (10) days after the Level 2 hearing, the grievant may file the grievance in writing with the Board of Education within ten (10) days after the grievance decision has been rendered at Level 2 or within twenty (20) days after the grievance was presented at Level 2, whichever is sooner. The Board will hold a hearing on the grievance at the next regular Board meeting or within twenty (20) days, whichever is sooner. Within ten (10) days after the hearing, the Board shall render its decision in writing to the aggrieved party and to the Association.

4. Level 4: Arbitration

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level 3, or if no decision has been rendered within ten (10) days after the Board has heard the grievance, he/she may within ten (10) days thereafter initiate an appeal to the Department of Labor, which shall conduct an investigation and hearing and shall issue an order covering the points raised, which order shall be binding on the employees and the Board of Education in accordance with the provisions of [SDCL 3-18-15.2](#).

- b. The investigation and hearing conducted by the Department of Labor shall be conducted in accordance with the rules and regulations of the Department of Labor.
- c. It is specifically and expressly understood and agreed that taking an appeal to the Department of Labor constitutes an election of remedies and a waiver of any and all rights by the appealing party or parties and his/her or their representatives to litigate or otherwise contest the appealed subject matter in any court under [SDCL 13-46](#), except in the form of an appeal from the decision of the Department of Labor as provided by [SDCL 1-26](#).

F. Rights to Representation

1. There shall be no discrimination of any kind by any party against any other participant in the grievance procedure by reason of such participation.
2. Any aggrieved person or party in interest may be represented at any level of the grievance procedure by a person or persons of his/her own choosing.

G. Miscellaneous Provisions

1. If a grievance affects a group of teachers from more than one building, such grievance may be submitted in writing directly to the superintendent's office, and the processing of such grievance may be commenced at Level 2.
2. To facilitate the operation of the grievance procedure, necessary forms for filing, serving notices, making appeals and other necessary documents will be jointly prepared and distributed by the Superintendent or designee and the Douglas Education Association.
3. All documents and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
4. The Board and the aggrieved person shall make available to one another all pertinent information, not privileged under law, in their possession or control which is relevant to the issues raised by the grievance.
5. When it is necessary for a representative or representatives of the Association, the aggrieved person or party in interest to attend a grievance hearing called during the school day, the superintendent's office shall notify the principal of such representatives and they shall be released without loss of pay for such time as their attendance is required at such meeting or hearing.

6. Upon completion of their contractual obligations, employees who voluntarily terminate employment will have their grievances immediately withdrawn and not benefit any later settlement of an individual or group grievance.

ARTICLE VI

COMPLAINTS/REQUEST FOR REVIEW

- A. This complaint procedure is in recognition of the need to develop an effective means for resolving differences that may arise among employees or between employees and administrators, and between the District employees and the community covering matters that are not already addressed in the Negotiated Agreement. The process will be kept informal and confidential. Complaint procedures are as follows: (Reference [Board Policy GBM—Staff Complaints and Grievances](#))
 1. Complaints are only recognized after they have been put in written form. Forms are available in the building offices. ([Board Policy Exhibit GBM-E. Form S-423](#)) As per [Board Policy KLA—Public Complaints](#), "Anonymous letters and phone calls will not be given serious consideration." "Hearsay" will be treated as anonymous and may not be used against a teacher within an evaluation. However, it is expected that when such is made known to an evaluator, they will immediately discuss the concern with the teacher.
 2. The proper channeling of complaints will be: (1) Teacher/Coach/Advisor, (2) Principal/Activities Director, (3) Superintendent or designee, (4) Board. All effort will be taken to solve the complaint at the lowest possible level.
 3. If a complaint is presented concerning a teacher, he/she will be immediately informed and given a chance to respond.
 4. A teacher may be represented by the Association at any level of a complaint procedure.

ARTICLE VII

MEDICAL EXAMINATION

- A. If at any time there is reasonable cause to believe that an employee is suffering from an illness detrimental to the health of the pupils, the Board of Education may require a certification of health. The expense of obtaining additional certifications of health will be borne by the School District.

- B. An employee of the Board of Education who is not able to return to duty on the day following ten (10) days of illness or injury may be required to present a certificate of ableness to the principal upon his return to work. This certificate shall be made out by a physician authorized to practice medicine under the laws of the State of South Dakota.
- C. An employee who has been absent because of a nervous disorder must present a satisfactory report from a physician authorized to practice medicine under the laws of the State. In addition, the employee may be required to provide a medical report secured from the School District's designated physician at the expense of the School District.

ARTICLE VIII

INDIVIDUAL TEACHER'S CONTRACTS

- A. All individual contracts with instructional personnel employed by the Board, and covered by this Agreement, shall be in writing and signed by the teacher and by the president of the Board of Education and the business manager.
- B. Individual teacher's contracts shall include all extra-duty assignments, which are agreed to between the teacher and the Board. Such contracts shall be signed in not less than duplicate, with one copy to be filed in the Personnel Office and one to be retained by the teacher. In the event a teacher desires to be released from an extra-duty assignment but remain in the District in a following year, reasonable efforts shall be made to find a replacement for the extra-duty assignment for the following year.
- C. The computation of a teacher's daily wage shall be determined by dividing the teacher's basic salary by the sum total of the days in session and teacher duty days (excluding the new teacher orientation day).
- D. Payroll distribution will be made on a 10- or 12-month schedule. Whichever pay distribution is chosen will be irrevocable until the following year's contract.

ARTICLE IX

CONTRACT RENEWAL AND CONTINUING CONTRACTS

- A. Individual contracts for teachers employed by the District, and the annual renewal or nonrenewal thereof, shall be governed by the provisions of [SDCL 13-43-6.1 through 13-43-6.6](#).

ARTICLE X

ASSIGNMENT AND TRANSFER

Per [Board Policy GCI PROFESSIONAL STAFF ASSIGNMENTS AND TRANSFERS](#), the assignment and transfer of teachers to positions in other schools of the District or within the teacher's assigned school will be made by the Superintendent or administrative designee giving consideration, but not limited to the following criteria:

1. The best interest of the district.
2. The contribution that the teacher would make to students in the new assignment.
3. The qualifications of the teacher as compared to those of other candidates for the position to be filled.
4. The opportunity for professional growth.
5. The desire of the teacher regarding the new assignment.
6. The length of service in the school district.
7. The availability of a qualified replacement for the position vacated by the transferring teacher.

"Vacancy" is defined as an open position, identified by the District as a result of a newly created position, transfer, promotion, termination, or long-term leave that extends through the end of the school year. Position vacancies that are posted shall reflect a description of the position, qualifications, and whether the position is full or part time, and shall be advertised, for qualified in-district candidates, for a period of not less than 5 calendar days.

A. Assignments:

"Assignment" is defined as a change of position, subject matter or grade level, or building, initiated by the superintendent or administrative designee, that may additionally change the teacher's building, contracted classification, or assigned administrator for evaluation.

Each employee of the Board of Education shall be assigned to a specific position at the direction of the superintendent of schools or designee and may be assigned to any other position as the superintendent or administrative designee may direct.

Assignments may be at the initiative of the Superintendent or designee for any purpose, which, in the judgment of the Superintendent or designee, is for the welfare of the employee or the schools. An administrative assignment shall be made only after a conference between the teacher involved, and the teacher's immediate supervisor, at which time the teacher will be notified of the reason therefore.

B. Transfers-

"Transfer" is defined as a requested change of duty, subject matter or grade level, initiated by the teacher, that may change the teacher's building, contracted classification, assigned administrator for evaluation, or is the result of interest in any district vacancy.

~~Teachers may request a transfer however, a new teacher must have spent at least one (1) year in a position before requesting a transfer.~~ In the determination of requests for transfer, the convenience and wishes of the individual teacher will be honored to the extent that they do not conflict with the instructional requirements and best interests of the School District. If more than one teacher has applied for the same position, the teacher determined to best serve the needs of the school district shall be appointed.

During the school year, the superintendent or designee shall post on the district website a notice of any vacancy which occurs during the year or will occur during the following year. Each such notice shall be posted as soon as any such vacancy becomes available. Any teacher who desires to be considered for any such vacancy may do so by submitting a Transfer Request Form to Human Resources within the period of time stated on the vacancy notice.

Any teacher desiring a transfer shall submit a Transfer Request Form ~~between January 1 and February 1~~ to Human Resources. Such a request shall include the grade or subject to which he/she desires to be transferred, in order of preference. ~~Transfer Request Forms may be submitted to Human Resources after February 1 if there is a specific vacancy for which he/she wishes to be considered.~~

Teachers having pending transfer requests may obtain information as to any such vacancies by consulting the postings on the district website.

Upon written request, teachers shall be notified in writing of the disposition of their requests for transfer, including the reasons for the disposition.

Before assignments of new teachers in the School District are made, consideration shall first be given to pending requests for transfer or assignment to available vacancies.

ARTICLE XI

DISMISSAL AND SUSPENSION

- A. The Board of Education may dismiss any teacher at any time for just cause, including breach of contract, poor performance, incompetency, gross immorality, unprofessional conduct, insubordination, neglect of duty, or the violation of any policy or regulation of the school district. The Board of Education may non-renew a teacher who is in or beyond the fourth consecutive term of employment as a teacher for just cause, including breach of contract, poor performance, incompetency, gross immorality, unprofessional conduct insubordination, neglect of duty, or the violation of any policy or regulation of the school district as stated in [SDCL 13-43-6.1](#). If a teacher is terminated for cause, they are no longer entitled to accrued benefits.
- B. Whenever the Board contemplates the dismissal of a teacher such teacher shall first be temporarily disengaged from his/her responsibilities, notified in writing of the reasons for such contemplated dismissal and advised that he/she has fifteen (15) days in which to request a hearing before the Board of Education. If no hearing is requested within such fifteen (15) day period, the contemplated dismissal shall become final. Upon written request received within such fifteen (15) day period, an executive session hearing before the Board of Education shall be held within seven (7) days thereafter. At such hearing, the teacher shall have the right to hear the evidence against him/her, cross-examine any person who has made charges against him/her and present evidence and testimony on his/her own behalf and shall have the right to counsel of his/her own choosing. Within five (5) days after the hearing, the Board shall render its final decision and notify the teacher of its decision in writing. The teacher shall have the right of appeal as provided in the final step of the grievance procedure.
- C. No teacher shall be suspended or reduced in rank or compensation without just cause. Any such action may be subject to the grievance procedure.

ARTICLE XII

REDUCTION IN PROFESSIONAL STAFF WORKFORCE

It is within the discretion of the Board of Education to reduce the educational program, curriculum, and staff whenever economic necessity or enrollment dictates. A staff reduction occurs when the Board eliminates all or part of an existing position held by a staff member to whom continuing contract rights apply. In the event that the Board of Education determines that staff reduction is appropriate, the following guidelines may be considered:

- A. An effort will be made to effect reduction through normal attrition. The Douglas Education Association (DEA) will be notified of the proposed reduction in force and recommendations considered from the DEA in the event that such information is received by administration within twenty (20) days of issuance of the proposed reduction in force.
- B. It is anticipated that professional staff to whom continuing contract rights have not yet accrued will have the first eliminated positions.
- C. It is anticipated that part time professional staff to whom continuing contract rights have accrued will be eliminated next.
- D. In the event the position of a continuing contract teacher is eliminated due to a reduction in force, the Board of Education will determine which continuing contract teacher or teachers will be released, considering the following criteria, as applicable. These criteria are not in rank or order of importance.
 - 1. Seniority;
 - 2. Student and curriculum needs;
 - 3. Teacher evaluations;
 - 4. Competency;
 - 5. Qualifications;
 - 6. Certification;
 - 7. Experience in the area to be taught;
 - 8. Educational background;
 - 9. State and federal mandates;
 - 10. Administrative recommendations.
- E. For purposes of consideration of seniority as a factor in the Board's determination for a reduction in force, seniority is determined by the length of service (including approved leaves of absence) with the District and computed in years, months, and days from the date of beginning of the individual's last continued employment. Where two or more continuing contract teachers have the same credited service with the District, seniority between those two shall be determined by total number of years in teaching for which credit was allowed on the District's salary schedule. Where two or more teachers have the same total net credited service, seniority between them shall be determined by lot.

- F. Any reduction in force by the District shall comply with the dictates of [SDCL 13-43](#).
- G. For purposes of this reduction in force article only, continuing contract staff professionals who are laid off pursuant to a reduction in force, shall have reemployment preference for a period of two years following the date of layoff. The effective day for layoff pursuant to this article shall be June 30. Any such continuing contract teacher who seeks reemployment under this agreement must notify the District annually in writing such a desire to be considered for reemployment. An annual request for reemployment consideration must be filed in the District administrative office no later than February 1 of each year preceding the year in which reemployment is sought. Such notification shall include documentation of any additional qualifications obtained by the teacher following layoff.
- H. Recall privileges cease when a teacher resigns. Recall privileges will also cease in the event the individual, upon being recalled, fails to report within twenty (20) days after mailing of the written notice of the reemployment. Reemployment privileges will not apply to teachers under contract with another school district unless the reemployment is for anticipated positions in the following school year.
- I. If more than one staff member is qualified for the position subject to reemployment, the Board shall consider, among other things, the matters identified in Reduction in Professional Staff Workforce, Article 12 (section D), for reemployment purposes.

ARTICLE XIII

LENGTH OF SCHOOL TERM

The school term shall be as set forth in the 2024-25 School Calendar approved by the Douglas School Board.

ARTICLE XIV

TEACHING DAY

- A. The normal school day shall be seven and one-half (7 1/2) hours of duty in length except on Fridays when it will be seven and one-quarter (7 1/4) hours of duty in length. Normal duty hours are from 7:30 a.m. until 3:30 p.m. Duty hours are exclusive of time necessarily required to perform extra-duty assignments as well as other assigned duties. The actual period of time assigned for such duty hours shall be made by the building principal or other appropriate supervisor and shall be adjusted to meet the needs of the department, division or level (elementary, middle or high school) to

which the teacher has been assigned. Reference [Board Policy GBN—Staff Flex Time](#) for any adjustments to meet the needs of the individual teacher.

- B. When an administrator calls a building meeting that exceeds the normal duty hours, the teachers of that building will be able to adjust the same amount of time on a day mutually agreed upon with the teacher's direct supervisor. This adjustment shall be handled at the building level through the principal's office and will involve only that time outside the regularly scheduled classroom day.
- C. All teachers shall be entitled to a minimum of a one-half (1/2) hour duty-free uninterrupted lunch period. However, this minimum may be waived upon a majority vote of the teachers in a particular building in order to obtain a more flexible or workable schedule.
- D. Teachers are expected to be in their assigned area or building during their established duty hours unless extra-duty or other assigned duties conflict, or unless necessary school business or an emergency personal need requires their absence for which approval of the building principal has been obtained. On the last scheduled teaching day prior to a holiday and on local, state and national election days, teachers may leave the building fifteen (15) minutes prior to the end of the normal teacher day. On such days, compensation and all leave deductions will be according to Section A above, seven and one-half (7 1/2) hours of duty in length except on Fridays when it will be seven and one-quarter (7 1/4) hours of duty in length.
- E. Teachers are expected to attend parent-teacher conferences and open houses as well as meetings called by the building principal and general meetings called by the superintendent. In case of general meetings, a dismissal time shall be designated by the Superintendent or designee. Teachers are expected to attend faculty meetings, which are held in each building, unless they are excused, for valid reason, by the principal. [Board Policy GCK](#).
- F. Teachers are expected to serve on committees as necessary. As much as possible, such meetings will be held within the seven and one-half (7 1/2) hour day and volunteers for such committee work will first be sought. Committee assignments will be made with consideration as to the work involved in each particular assignment, and committee assignments will be distributed among the various members of the teaching staff insofar as possible.
- G. All activities under the direction and supervision of the School District are considered to be an integral part of the curriculum. Instructional personnel shall accept an equitable share of responsibilities designed to provide a balanced program for the students of the School District. In an effort to achieve equality in the distribution of such responsibilities, assigned duties, such as described below, shall be distributed equitably among suitably qualified staff members. Assigned duties will be made by the building principal.

Members of the teaching staff shall receive extra pay only for the extra-duty assignments for which a stipend is provided on the attached Appendix "B". However, additional extra-duty stipends may be developed by the Board of Education during the school year in the event that new programs or activities are implemented. If additional stipends are developed during the school year, they shall be consistent with the amounts provided in Appendix "B", considering the time and nature of the duties involved. Nothing in this Agreement or in the attached Appendix "A" shall be interpreted as applying to normal assigned duties such as hall supervision, noon duty, playground duty, unlisted club sponsorships, faculty meetings, work on professional committees, parent meetings, individual parent and teacher conferences, class sponsorship, or similar professional responsibilities, duties of a general nature assumed for school parties limited to students in the schools, banquets, baccalaureate, commencement, and community-sponsored clubs. Teachers with extra-duty assignments listed in the attached Appendix "B" will assume their proportionate share of responsibility for assigned duties.

- H. No teacher will be required to substitute for an absent teacher except under emergency conditions where a substitute teacher cannot reasonably be obtained. Administration will make an effort to preserve planning time for teachers and to ensure that such assignments shall be made equitably. If a teacher is required to substitute for an absent teacher for any amount of time, then that teacher will be paid \$20.00.

ARTICLE XV

TEACHER EVALUATION

- A. Purpose

The Douglas School District shall design, implement, and periodically update a systematic process for professional staff evaluation. The purpose of the evaluation process shall be to ensure quality instruction for Douglas students. More specifically, the process and data generated by professional staff evaluation will be used to: 1) provide clear, timely, and useful feedback to teachers, 2) guide professional growth activities for teachers, and 3) assist in making renewal or non-renewal decisions. Student achievement and professional growth shall be the focus of the evaluation process. The District will follow the required processes and procedures for the South Dakota Teacher Effectiveness Model. This model uses the Danielson Framework for evaluating professional practice and also includes measures of student achievement in calculating a Summative Effectiveness rating. To the degree possible, the evaluation process should focus on strengths and professional growth and should be a positive non-threatening experience. ([Board Policy GCN](#))

Formal evaluation process includes: setting and monitoring a Student Learning Objective (SLO), goal-setting conference with building principal, walkthroughs with feedback, teacher reflection, periodic progress meetings (as set by teacher and principal), summative meeting and assignment of effectiveness rating. Formal observations may be scheduled by the principal and teacher, but are not required as part of the evaluation process.

B. Procedures

1. During the first fifteen (15) days of the school year, the building administrators will schedule meetings for the purpose of reviewing teacher evaluation procedures and forms to be used in the evaluation.
2. Probationary teachers (teachers in their first, second and third years teaching) shall be evaluated formally using the DSD process, including a state mandated Summative Effectiveness Rating (see above) each year for three (3) years. The schedule for the formal evaluation will be set by the evaluator and teacher. Walkthroughs with feedback will occur throughout the year. The Professional Practice Rating (PPR) will be completed prior to the third Monday in March. Final Summative ratings will be completed by the end of the school year.

Experienced teachers (those with more than 3 years of teaching experience), who are new to the Douglas School District, will be evaluated formally during their first year in the District. At the end of the first year, the evaluator will determine whether or not the teacher will require formal evaluation the second year of employment, or if s/he is to be placed on the continuing contract schedule of evaluation.
3. Continuing contract teachers (teachers who have completed three (3) consecutive years of service in the Douglas School District) shall be formally evaluated every other year as required by the state, or more frequently as determined by their supervising principal. If a teacher is on a Plan of Assistance, the Professional Practice Rating will be completed before the third Monday in March.
4. If the teacher and principal include a formal observation in the evaluation process, the teacher shall be notified at least five (5) days in advance if a formal observation is to be scheduled. The five (5) day timeline may be waived by the teacher.
5. All required documentation (as determined by the evaluator and teacher) shall be completed by the teacher, and discussed with the evaluator prior to all formal observations.

6. Teachers will receive feedback within five (5) days of a walkthrough, and, if a formal observation is done, a post-observation conference will be held within ten (10) days after the formal observation.
7. A final evaluation conference shall be conducted following the appropriate timelines. The final evaluation shall be based on a variety of performance, behavior and conduct factors, including but not limited to, classroom observations, SLO's, goals and conferences with the evaluator. Signing of the written evaluation by the teacher shall not imply agreement with the evaluation; it merely indicates that the evaluation was discussed. A copy of the final evaluation shall be given to the teacher.
8. A teacher or administrator may request another person to accompany them at any step within the evaluation procedure.
9. When "unsatisfactory" is noted on the professional practices rubric and/or student growth is "low" (based on the SLO), the evaluator shall work with the teacher to develop a mutually agreed upon a Plan of Assistance. An evaluator may also place a teacher on a Plan of Assistance if the overall Summative Effectiveness rating is "below expectation." The Superintendent or designee shall assist in the development of the Plan of Assistance. A Plan of Assistance may extend into the following year. It is very important for the teacher to successfully complete the Plan of Assistance as failure to do so may result in dismissal.
10. Professional Practice Ratings (PPR) are to be completed before the third Monday in March. The recommendation portion of the PPR need only be completed for the final evaluation and shall be checked in one of three categories:
 - . . . Recommended for Employment
 - . . . Recommended with Qualifications
 - . . . Not Recommended for Employment

When the evaluation "Recommended with Qualifications" is contemplated, the teacher involved shall be apprised of the evaluation in a conference to be held before the third Monday in March. The teacher shall be advised in writing relative to areas in which improvement is necessary. Before a teacher is given the evaluation "Not Recommended", the principal and/or supervisor conducting the evaluation shall have a minimum of two conferences with the teacher relative to the areas of weakness. The first of these conferences shall be held by the end of the first semester of employment. The basis and reason for the evaluation shall be discussed and a Plan of Assistance developed. If a teacher receives the evaluation "Recommended with Qualifications" or "Not Recommended",

he/she may file a request with the Superintendent or designee for a conference regarding the evaluation. Within seven (7) days after receiving such a request, the Superintendent or designee shall meet with the teacher to discuss the evaluation.

All provisional teachers will be subject only to [SDCL 13-43-6.1 through 13-43-6.6](#) as it relates to contract renewal.

11. The evaluation of extra-duty positions (Appendix B) shall take place during and/or after the activity occurs. A conference will be held in conjunction with the evaluation.
12. An honest effort will be made to conduct the evaluation process openly and with the full knowledge of both parties involved.

C. Personnel Files

1. While employed by the Douglas School District, a teacher shall have the right, upon request, to review the non-confidential contents of his/her personnel file (except confidential placement papers) maintained in the central office and to receive copies at his/her own expense of any documents contained therein. A teacher shall be entitled to have a representative of the Association accompany him/her during such review. Once per school year, a teacher shall have the right to indicate those documents or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate to retain. Such documents shall be reviewed by the Superintendent or his/her designee, and if the teacher and the Superintendent or his/her designee agree that they are obsolete or otherwise inappropriate to retain, they shall be destroyed.
2. No material which is derogatory to a teacher's conduct, service, character or personality shall be placed in his/her personnel file unless the teacher has received a copy. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed. (Signature of the copy does not imply agreement with the document's contents; it merely indicates that the document's contents have been viewed by the teacher and discussed.) A teacher also has the right to submit a written response to the document. Such responses will be reviewed by the Superintendent or designee and attached to the file copy.
3. The personnel file in the central office shall contain employment data, credentials, letters/notes of commendation or reprimand, evaluations, and other relevant information.

ARTICLE XVI

LEAVES OF ABSENCE

A. Extended Leave of Absence

A leave of absence without compensation may be granted to certified employees for a period not to exceed one year. Requests for leave must ordinarily be submitted in writing to the Board of Education no later than March 1 during the school year preceding the year in which the leave of absence is desired. Requests received after March 1 may be granted provided, in the judgment of the Board, a suitable replacement can be found. Except in cases of emergency, the request for leave of absence must be submitted at least forty-five (45) days prior to the date upon which the requested leave is requested to begin and must contain the purpose and length of the proposed absence. Request shall be acted upon within a reasonable time, not exceeding forty-five (45) days. A copy of this leave provision shall be given to the employee when a leave is granted.

While on leave a teacher shall have the option to remain an active participant in the state retirement system and the health and dental insurance programs of the School District by paying the entire amount which would have been otherwise paid by such teacher and the School District.

An employee desiring to return from such leave shall give written notice of a desire to return to employment no later than **February 1-March 1** of the year in which he/she is on leave. ~~and~~ ~~provided such written notice is given, such employee shall be restored to his/her former position or one of comparable status.~~ If the leave extends for a period of less than one year, the employee shall give ninety (90) days written notice of a desire to return from such leave at the end of the term thereof. ~~and provided such written notice is given, he/she shall be restored to his/her former position or to another vacant position for which the employee is qualified.~~ **Upon return to work, the district shall place the employee in his/her same position or an equivalent position for which they are qualified. (Equivalent position as it relates to step, lane, and salary with equivalent pay, corresponding benefits and other terms and conditions of employment.)**

Scheduled increments, salary adjustment, and other credits are not allowed for leaves of absence.

B. Short Leave Without Pay

The Superintendent of schools or designee may grant leaves of absence without pay to certified teachers for personal reasons. Requests for leave without pay must be approved by the building administrator and must include the reason for the request. All applicable leave must be used before leave without pay is granted when/if applicable; i.e. all sick leave must be used before leave without pay is granted when sick.

C. Professional Leave

The Superintendent of schools or designee may approve a limited amount of professional leave, with or without pay, and with or without expenses, for attendance at meetings of local, state or national professional organizations, workshops, conferences and school visitations, subject to the following considerations:

- a. The leave is in the best interest of the Douglas School District and relates to the teacher's professional interests or leadership position in local, state or national educational organizations.
- b. The request for leave must be directly associated with educational activities.
- c. Applications must be submitted a minimum of seven (7) days in advance and must be approved by the building principal and the Superintendent or designee.
- d. Approval for professional leave will be contingent on the availability of sufficient funds. Priority will be given to professional leave applications of faculty members who:
 - (1) Submit them first;
 - (2) Hold local, state, and/or national offices in educational professional organizations;
 - (3) Have not been granted professional leave in excess of five (5) days during the preceding three years.

Upon request of the Superintendent or designee, the employee shall file a report on the activities of the conference with any recommendations.

If a teacher holds a leadership position in a major state educational organization, he/she may be granted up to thirty (30) days of professional leave without pay during each twelve-month period. No expenses will be provided.

D. Association Leave

The Douglas Education Association will be granted five (5) days of association leave for each school year to allow its members to attend South Dakota Education Association or National Education Association conferences and workshops.

- a. Members attending conferences and workshops will be chosen by the local association **with written approval from the DEA President.**

- b. The leave is in the best interest of the teacher's professional interests or leadership position in local, state or national education.
- c. The request for leave is directly associated with educational activities.
- d. Applications must be submitted a minimum of seven (7) days in advance of the conference or workshop.
- e. Days will not accrue from year to year.
- f. Board sponsored professional leave for association members will not subtract from association leave days.
- g. There will be no expense to the District, except for the cost of the substitute, if needed.
- h. Three (3) additional days each school year will be granted to the Association to use for conducting additional Association business at the discretion of the Association. Written notification must be submitted to the Superintendent 5 days prior to the date of leave. Any substitute cost for these additional 3 days will be paid by the Association.**

E. Sick Leave

Sick leave is provided to all full-time and half-time certified teachers of the Douglas School District. Sick leave may be taken for personal illness, injury or other physical disability (including pregnancy-related disability) and for illness or death in the immediate family. Immediate family is defined as employee's spouse, mother, stepmother, father, stepfather, legal guardian, children, stepchildren, son-in-law, daughter-in-law, grandchildren, brother, stepbrother, brother-in-law, sister, stepsister, sister-in-law, aunts, great-aunts, uncles, great-uncles, nieces, nephews, grandparents, the parents/legal guardians and grandparents of the employee's spouse, an individual who is a permanent resident in the employee's home, and any person for whom the employee has specific legal responsibility.

~~Three (3) days of bereavement leave may be taken for death in the immediate family (as defined above). Bereavement leave will be granted per occurrence, and will not be accumulated. Sick leave may be taken for extended bereavement leave.~~

Teachers are required to immediately notify the personnel secretary when sick leave is needed. Whenever possible, they should also notify their immediate supervisor or building principal.

Upon returning from sick leave, the employee shall complete a sick leave application indicating the reason for the absence. The principal or Superintendent or designee may require a physician's statement concerning such absence.

All teachers under contract shall receive on the first day of service each year a total of twelve (12) days sick leave unless they are employed after the beginning of the school term, in which case the sick leave shall be prorated accordingly. These twelve (12) days or less shall represent all the teacher's sick leave for that year, subject to the accumulation provisions hereof.

If a teacher is released or leaves before the termination of the school year, the teacher shall be credited with only that portion of the twelve days determined by the fractional portion of completed service. The final contractual payment shall be reduced by the appropriate number of contractual days pay for any days used over the allotted number.

All unused days earned shall be added to the employee's sick leave reserve at the end of the fiscal year. An unlimited number of such sick days may be accumulated.

An employee who returns to the School District within three years after an absence, and who has not previously qualified for severance pay, shall have all of their previously earned and unused sick leave reinstated.

An employee who willfully violates or misuses sick leave provisions or who misrepresents any statement or condition of the policy shall forfeit all accumulated sick leave and any further right under the policy until reinstated in good standing by the Board of Education.

Upon approval of the Superintendent or designee, teachers may use a day of sick leave to attend the funeral of someone close.

F. Bereavement Leave

Three (3) days of bereavement leave may be taken for death in the immediate family (as defined above in "E. Sick Leave"), and will not be deducted from the employee's sick leave allocation. An employee who has exhausted all of their sick leave may request consideration from the Superintendent or designee for two (2) additional days of bereavement leave, for a maximum of five (5) days. This request may be made for up to two (2) occurrences in a school year. Bereavement leave will be granted per occurrence, and will not be accumulated. Sick leave may be taken for extended bereavement leave.

G. Family and Medical Leave

Administration of family and medical leaves of absence will be governed by the provisions of the Family and Medical Leave Act. Reference [Board Policy GCBDE—Family and Medical Leave](#) and [Administrative Regulation GCBDE-R - Family and Medical Leave Procedures \(FMLA\)](#)

H. Worker's Compensation

An employee injured in an accident during duty hours must report the incident in writing to the immediate supervisor upon the occurrence of an injury or as soon thereafter as practicable.

1. An employee injured in the line of duty shall receive such compensation and expenses as prescribed by the Worker's Compensation Act of South Dakota.
2. All workers' compensation payments shall be retained by the employee. An employee who has elected to use sick leave and has sufficient leave to cover the time absent from work shall receive his or her regular salary less any amount received for compensation, up to, but not in excess of his or her regular daily rate of pay. Any sick leave used for the period covered by the worker's compensation shall be returned to the employee up to, but not in excess of the amount of the compensation payment.

I. Additional Use of Sick Leave (Court Appearance)

Each employee, upon the approval of the Superintendent or designee, may be granted the privilege of using a maximum of five days sick leave to cover absences due to a required appearance in a court of law, involving no moral turpitude on the part of the employee, in a case in which the employee is a party.

J. Personal Leave

Three (3) days of sick leave may be taken for personal reasons each year, ~~except to extend a~~ ~~scheduled school holiday,~~ if approved **a minimum of two days** in advance. ~~(preferably two days in~~ ~~advance) by the Superintendent of schools or his/her designee.~~ One (1) additional day of personal leave shall be granted each year to an employee in their 4th, 5th, 6th and 7th year of employment. No more than seven (7) personal leave days may be used in any one year with the exception of an employee taking an oral or written comprehensive examination to complete a degree.

- a. One day of personal leave may be used to extend a scheduled school holiday one time per year, with approval of the building principal.
- b. A second day of personal leave may be used to extend a holiday one time in a school calendar year upon approval of the Superintendent or designee.

- c. Leave may not be used on the first or last calendar day with students, to extend the Winter Holiday, or during Parent/Teacher Conference **Hours Days**.
- d. Use of Personal leave is strongly discouraged during In-service Days.
- e. Leave may not be requested more than 180 days in advance.

The Superintendent or designee may grant personal leave in emergency situations and the decision to do so is non-precedent setting nor grievable under the terms of this contract.

One (1) additional day of personal leave shall be granted to an employee who is on a professional growth plan with the District to take oral or written comprehensive examinations to complete a degree.

Personal leave cannot be accumulated.

K. Court Witness and Jury Duty Leave - Reference [Board Policy GCBDC](#)

L. Military Leave - Reference [Board Policy GCBDD](#)

M. Parental Leave

1. Upon written application to the Board a parental leave of absence without pay shall be granted to a teacher for the purpose of childbearing and/or child rearing. A teacher who is pregnant shall notify her principal in writing, accompanied by her physician's written statement with the approximate date of expected birth, at least forty-five (45) days prior to date leave is to begin. She shall indicate in the written notification (1) whether she wishes to apply for a parental leave of absence prior to the birth of the child or continue working until she is no longer able to do so, (2) the requested commencement day (may be approximated) of a leave request, and (3) the desired length of any requested leave.
2. A parental leave of absence shall be for a maximum period of one year. However, on a written application made at least 45 days prior to the expiration of such leave, it shall be extended to the end of the current year.
3. A teacher shall be entitled to take a parental leave beginning at any time after the commencement of pregnancy, provided such teacher makes written application for such leave to the Superintendent of schools or designee, specifying the date such leave is requested to begin. Except in cases of emergency, the written application must be made at least thirty (30) days prior to the date on which her leave is requested to begin. Unless the written notification of pregnancy provided for in Part 1 hereof has been given, such application shall contain the information required in Part 1 hereof.

4. A pregnant teacher may continue in active employment as late into her pregnancy as she desires provided she is able to properly perform her required functions and duties. Physicians' statements may be required from time to time if the ability of the teacher to properly perform her required functions and duties becomes questionable.
5. Within forty-five (45) days after childbirth, a teacher shall be entitled to use her sick leave not to exceed thirty (30) days.
 - a. The dates of such physical disability, exceeding thirty (30) days, for which payment under the sick leave policy is claimed shall be verified in writing by a doctor. Certification of physical disability shall not in any way be associated with the care of the child, but only with the teacher's inability to perform her contractual duties.
 - b. Within the forty-five (45) day period, teachers qualifying for sick leave may also apply to use the Sick Leave Bank under the conditions described in Article XVII.
6. A teacher shall be entitled upon written request to use up to thirty (30) days sick leave for the purpose of child rearing to begin at any time between the birth of their child and one year thereafter. Additional days taken will be parental leave without pay. Except in case of emergency, a teacher desiring such leave shall make written application for such leave to the Superintendent or designee at least forty-five (45) days prior to the date on which such leave is to begin.
7. A teacher adopting a child shall be entitled to use up to thirty (30) days sick leave for the purpose of child rearing (including time necessary to obtain custody of the child) to commence at any time during one year after receiving custody of said child. Additional days taken will be parental leave without pay. Except in an emergency or where the length of notification of receipt of custody does not permit, a teacher desiring such leave shall make written application for such leave to the Superintendent or designee at least forty-five (45) days prior to the date on which such leave is to begin.
8. The total number of sick days used for any teacher shall not exceed thirty (30) total days per occurrence.
9. A teacher who is granted a parental leave of absence shall have the following re-employment rights:
 - a. If a parental leave does not extend beyond ninety (90) days, such teacher shall be reassigned to his or her original position, or to a position of like status and pay, upon giving forty-five (45) days advance written notice to the Superintendent or designee.

- b. If a parental leave extends beyond ninety (90) days, upon giving ninety (90) days advance written notice to the Superintendent or designee of his or her desire to return to active employment, such teacher shall be assigned to the first available vacant position for which he or she is qualified, provided that if more than one teacher has given such notice, the teacher giving notice at the earliest date shall be assigned to such vacant position. If no such position becomes vacant during that current year, such teacher shall be reassigned to his or her original position or to a position of like status and pay at the commencement of the next school year.
9. Prior to return to employment from a parental leave, the Board may require that teacher's personal physician to certify that the teacher is both physically and mentally ready to resume her regular duties. The Board may request an additional physical examination at its expense by a physician of its own choosing.
10. If a parental leave is not for a period longer than one semester, reassignment shall be without loss of ordinary salary increments, but if such leave is for a longer period of time, such reassignment shall be without accumulation of such ordinary increments. While on leave a teacher shall have the option to remain an active participant in: (a) the state teacher retirement system by paying the entire amount which would have been otherwise paid by such teacher and the School District; (b) the health and dental insurance program by continuing cost sharing for the first twelve weeks and thereafter by paying the entire amount. The administration of parental leaves shall comply with the provisions of the Family and Medical Leave Act.
11. A teacher on parental leave of absence shall not be denied the opportunity to substitute in the School District by reason of the fact that she or he is on such leave of absence.

N. Sabbatical Leave

1. The Board of Education, upon the recommendation of the Superintendent of schools or designee, may grant a sabbatical leave to qualified personnel for the purposes of study, travel, and for such other purposes as may be approved by the Board of Education.
2. Upon the recommendation of the Superintendent of schools or designee, the Board of Education may grant a sabbatical leave to a contract employee who has been employed at least six (6) consecutive years, and who has not had a sabbatical leave during the six (6) years immediately preceding. The leave granted shall not exceed two semesters.
3. An employee on sabbatical leave shall receive as compensation during the period of absence one-half (1/2) of his/her regular scheduled salary, not to exceed one-half (1/2) of the master's degree maximum.

4. Compensation shall be paid at the same time as the other employees of his/her professional rank. An employee on sabbatical leave shall receive the scheduled increment and/or adjustments in salary the same as he/she would have received were he/she occupying his/her regular assignment.
5. While on leave a teacher shall have the option to remain an active participant of the state retirement system, and the health and dental insurance programs of the School District by paying the entire amount which would have been otherwise paid by such teacher and the School District.
6. The number of persons given sabbatical leave in any year shall not exceed two percent of the total number of the teaching staff; provided, however, that the actual number of persons given such leave in any year shall depend upon the financial condition of the School District and the amount of funds available to finance the program. The number of leaves granted shall be distributed throughout the District. If the number requesting sabbatical leave exceeds the number of leaves available as determined by the Board, the selection shall be based upon:
 - (a) The estimated value of the plan to the individual and to the District.
 - (b) The amount of seniority.
 - (c) The length of time since the last sabbatical leave.
7. An employee who receives a sabbatical leave shall agree to return to service with the Board of Education for a period of two (2) years. The employee who fails to return to the District upon completion of his /her sabbatical leave shall refund compensation paid to him/her during the leave.
8. The employee, upon returning from sabbatical leave, shall be restored to his/her former position or to one of at least comparable status.
9. The employee, upon return from sabbatical leave, shall make such reports as may be designated by the Superintendent or designee.

ARTICLE XVII

SICK LEAVE BANK

Eligible certified personnel (including administrators and directors) employed in a certified position working a minimum of half time and at least 6 months a year who are in their second consecutive contracted year of

employment by the District will be given the opportunity to enroll in a voluntary sick leave bank under the following conditions and provisions:

- A. Each participating certified employee shall contribute one day of his/her sick leave per year for the first three years of participation and one-half day per year for each successive year to the bank. The deadline for sick leave bank enrollment shall be on September 15 of the employee's year of eligibility. Eligible certified employees declining to become participants in the bank shall be ineligible for participation later. Once enrolled in the sick leave bank, the employee will remain an active member with automatic deductions made from their sick leave account each year unless requested in writing to the Personnel Office to be dropped from the bank.
- B. When the total balance of days in the bank exceeds 600 days, members will not be deducted the one-half day per year after the first three years.
- C. This pool is for the protection of individual participating certified employees whose personal long-term extended illness or disability causes an absence from regularly assigned duties. The absence must extend more than five (5) duty days beyond the number of sick leave days, which an individual participating certified employee has accumulated. There shall be only one five (5) day waiting period per illness or disability. (The five (5) days need not be consecutive.) Use of this pool will begin on the sixth duty day after an individual's accumulated sick leave days have been exhausted, at which time the participating certified employees may draw up to 30 days of sick leave from the bank. Use of pool days by participants shall not be limited to the school year in which the long-term extended illness or disability began.
- D. The dates of personal physical disability as defined in Article XVI, Section E, for which payment under the sick leave bank is claimed shall be verified by a doctor.
- E. Administration of the bank will be handled by the District Personnel Office. All requests for use of the sick leave bank must be submitted in writing to the Personnel Manager and must be approved by the Superintendent of Schools or designee. The request must be supported by a written statement from the certified employee's personal physician that states the specific long-term extended illness or disability causing the absence and the duration of the absence. The absence for which pool days are requested must be of such nature that absence is unavoidable during the school year and absence from duties is necessitated. Should loss of pay inadvertently occur through late notification, such loss shall be restored in the next pay period following approval of the request for use of pool days.
- F. Employees withdrawing days from the bank are not required to replace these days except as a regular contributing member in the bank. An employee resigning, retiring, withdrawing from membership in the bank or declining to make contributions as required shall not be able to withdraw previously contributed days.

- G. 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 is ended for that year. Unused days in the bank shall be carried over to the next succeeding school year.
- H. Remuneration from the bank shall be based on the per diem rate for the individual participant for the applicable school year as computed under Article VIII, Section C of this Agreement.
- I. Upon requests of the Association (not more often than quarterly), the Personnel Office shall report the status of the bank, including the balance of days in the bank. The Business Manager shall conduct an annual audit of the sick leave bank.
- J. A classified employee who is a qualified member of the classified employee sick leave bank and moves to a certified position, may join the certified sick leave bank at the same standing as when he/she left the classified sick leave bank.

ARTICLE XVIII

INSURANCE PROGRAM

A. Health and Life Insurance

The Board of Education shall provide a group hospitalization and surgical insurance plan for all eligible teachers electing to be covered by such insurance, the coverages and terms of such insurance plan to be mutually agreed upon by the Association and the Board of Education.

For those employees electing to be covered, such plan shall include: \$10,000 term life insurance coverage for employees, \$6,000 for employee's spouse, and \$2,000 for each dependent child; or the employee may elect to increase such coverage to \$30,000 term life insurance coverage for employees. However, the cost of such increased coverage will be at the employee's expense.

The contribution of the Board to such insurance plan shall be \$599 per month for a family (employee and qualified dependents) plan, \$599 per month for a single (employee only) plan, \$599 for an employee + dependent(s) plan, and \$599 for an employee + spouse plan. If any plan costs less than the \$599 the Board contributes, the remaining amount shall be contributed to an eligible Health Savings Account (HSA), if available. No employee shall receive a combined benefit for health insurance and a contribution to an eligible HSA that is greater than \$599 per month. All employees shall be free to elect the family plan, employee + dependent(s) plan, employee + spouse plan, the single plan, or may elect to have no coverage under the plan.

B. Dental Insurance

The Board of Education agrees to provide group dental insurance for each full-time and half-time employee (single coverage). Individual employees shall have the option of adding dependent coverage at their own expense, by completing in writing an authorization for payroll deduction.

The coverage and terms of the group dental plan shall be determined by the Board of Education and shall be set forth in the Master Policy on file in the District Business Office.

ARTICLE XIX

SEPARATION PROGRAM

SEVERANCE PLAN

- A. Upon retirement or upon death (having reached the age provided herein and having the corresponding number of years of employment), such teachers will be paid for one-half of their accumulated sick leave.
- B. Any teacher (as designated above) having reached the minimum age of forty-five (45) years and having been employed in the Douglas Schools for the minimum of ten (10) years shall be paid one-half of his or her accumulated sick leave upon terminating his or her employment in the Douglas Schools. If resignation occurs during the school year, such resignation must be appropriately approved.
- C. The amount of sick leave pay under this policy will be determined by the average of the employee's daily rate of pay over the five-year period immediately preceding retirement. Such payment will be made with the final check following the effective date of retirement.

VOLUNTARY SEPARATION PLAN

- A. Full-time certified employees, upon written application and approval by the Superintendent of schools or designee, may participate in a voluntary separation program. In case of death, where the individual qualifies and has been approved by the Board for voluntary separation, all benefits will be paid according to Board Policy and/or Negotiated Agreement in one lump sum.
 - 1. The total amount of voluntary separation benefits paid in any one fiscal year shall not exceed 2% of the budget for certified instructional salaries in that year.

2. In the event applications exceed funds available under the 2% limitations, consideration for voluntary separation benefits will be based upon (1) years of service at Douglas School District, (2) Authorization to Hire date, (3) highest level of education, and finally (4) the date the application is received by the board secretary or his/her designee.
3. Should there be undistributed funds available, but not in excess of 2% of the budget for certified instructional salaries in that year, the sum may be offered as a Voluntary Separation benefit to the next qualified applicant, as per B1 and B2 below. The teacher may accept these remaining funds or may apply for consideration the next school year.
4. Should extra funds be made available after the application submission date, consideration will be given to applicants through a first come/first serve scenario with preference to those who meet the seniority years of service requirement.

B. Program Eligibility and Provisions

1. Eligible employees must have at least thirty (30) years of service in the District. The calendar year applicable to this policy shall be from July 1 through June 30.
2. Applications must be submitted in writing by September 1 of the elected school year of separation and the Board will approve voluntary separation applications at the next Board meeting. Approval of an employee's application for the voluntary separation program will be considered a voluntary resignation and termination of the employee's continuing contract. If an applicant is not approved for voluntary separation, they may, in writing to the Board, recall the application, no later than January 1.
3. Program benefits will be paid as follows:

After applying a., one of the following options (b, c, or d) is to be selected by the employee:
 - a. If deemed eligible for the SDRS Special Pay Plan, the maximum amount eligible will be deposited into the SDRS Special Pay Plan. To be eligible, each of the following provisions must apply:
 - i. An employee is age 55 or has reached the first day of the calendar month prior to the employee's 55th birthday; and
 - ii. An employee is receiving special pay of \$600 or more.
 - b. Any funds not eligible for the SDRS Special Pay Plan may be deposited into the SDRS Supplemental Retirement Plan and/or an eligible 403b with the final payment of the

elected year of separation. Any remaining funds (greater than the amount deposited into a. and b. above) will be paid in a single payment included in the final payment of the elected year of separation; OR

- c. Any funds not eligible for the SDRS Special Pay Plan may be paid in a single payment on January 21 during the school year following the elected year of separation; OR
 - d. Any funds not eligible for the SDRS Special Pay Plan may be paid in a single payment on January 21 during the three (3) school years following the elected year of separation.
- 4. Employees on leave of absence, excluding those leaves that are related to personal illness, are not eligible to participate in this program.
 - 5. Only certified staff reimbursed on the salary schedule contained in this Agreement (Appendix "A") are eligible.
 - 6. Employees hired for the 2017-18 school year and thereafter are not eligible for this program.
 - 7. Employees must notify the Business Office of choice b, c, or d by April 1.

C. Payment Formula

The voluntary separation payment is calculated by taking 5% of the current salary multiplied by the number of full years (up to a maximum of twenty years) service in the District. "Current Salary" shall be defined as the annual salary for certified full-time positions as defined by the salary schedule (Appendix "A"). "Current Salary" does not include extra-duty pay, contract extensions, or other payments above the amounts specified by the salary schedule. The maximum amount of payment eligible in this program is limited to \$60,000 per employee.

ARTICLE XX

SALARY AND TEACHER CLASSIFICATION

A. Salary Schedule - General Provisions

- 1. The salary schedule shall be in accordance with the attached Appendix A. All teachers shall be paid in accordance with the provisions of Appendix A. New base is **\$52,950**.

2. Individuals will be placed on the schedule at the levels warranted by their training, experience, position, and classification, which may include area of specialization pay. Changes in assignment during the school year shall result in corresponding salary adjustments appropriate to the new position.
3. With respect to the annual automatic incremental increases as set forth in the salary schedule a teacher must teach for at least eighty-five (85) work days in the Douglas Schools to be entitled to the incremental increase for the following year.
4. The deadline for submitting transcripts for lane changes is June 30 effective the following school year. The documents must be in the Personnel Office by June 30th so that payroll adjustment can be made.
5. Teachers possessing a bachelors or higher degree who do not qualify for a regular South Dakota Teacher's Certificate and are issued a "limited" certificate, will receive two hundred (\$200) less than the amount specified on the basic schedule.

B. Experience Increments

1. Professional employees new to Douglas School District may receive up to seven (7) years of credit on the salary schedule for approved teaching experience outside the school district. Partial years of experience may be combined to qualify for a full year of experience. In addition a single partial year, consisting of at least eighty-five (85) worked days may be counted as a full year of experience. Additional credit will be granted for any previous experience acquired in the Douglas School District not to exceed a total of seven (7) years experience credit. Retire/rehire teachers begin at Step 0.
2. Previous teaching experience for which credit is given from districts other than Douglas must be verified by the teacher.
3. New employees receiving extra-duty allowances identified in Appendix B may be granted a maximum of 7 years credit on the schedule for comparable prior experience. Verification of experience is the responsibility of the employee.

C. Master's Degree Requirements

To qualify for the master's degree allowance, a teacher must have his/her graduate training in areas applicable to the areas of his/her professional responsibility. If a master's degree is in an educationally related field such as guidance or administration, a teacher may receive the master's degree allowance upon approval of the Superintendent or designee of schools.

D. Master's Plus Thirty / Master's Plus Forty-Five Requirements

1. To qualify for the Master's Plus Thirty / Forty-Five semester hours allowance, one half of all hours taken after July 1, 1989, must be graduate. All hours must be taken subsequent to receiving the Master's Degree and must be approved by the Superintendent of schools or designee in terms either of the candidate's assignment and major responsibility or in terms of anticipated staffing needs of the School District.
2. Programs proposed by individuals currently employed by the Douglas School District must be reviewed and approved in advance by the Superintendent or designee to be sure they can be recognized.
3. Credit earned through participation in in-service programs financed by the School District do not count toward the Master's Plus Thirty or Master's Plus Forty-Five status on the salary schedule.
4. Credit earned after July 1, 2001, for MA+45 employees in the Ed. Spec Degree or Masters +45 column will be reimbursed up to MA+60 hours as per Article XX, Section F.

E. Areas of Specialization Pay (PROFESSIONAL GROWTH PLANS)

1. To receive any area of specialization pay, an employee must have a previously approved Professional Growth Plan. This plan should be submitted on Form S-196 and include:
 - a. The overall objectives.
 - b. How the above objectives relate to his or her employment in the Douglas School District.
 - c. The courses and credit hours proposed to be taken.
 - d. The majors or minors obtained or affected by the additional credits.
 - e. The institution to be attended to obtain this training and/or the next higher degree.
2. Staff members who have received area of specialization pay in previous years must include all previously approved courses for area of specialization pay in their plan.
3. In previously approved areas of specialization, professional employees may earn \$50.00 per semester hour. Payment will be made only when ten (10) semester hours have been accumulated beyond the Bachelors or Masters degree. Payment for hours acquired beyond the initial ten (10) will be accumulated and paid annually.

Staff members who have received previously approved area of specialization pay and have attained the next highest degree, may continue their plan without interruption of payment as long as courses to be taken were previously approved.

Within the first forty-five (45) days of employment, new staff may submit a Professional Growth Plan including previously earned credits beyond the date of their degree. Acceptance of such credits will be at the discretion of the Superintendent of schools or designee.

4. The accumulated amount will be added to the employee's contract each year until qualifying for the next higher degree. The employee's total calculated salary, including area of specialization pay shall never exceed the total salary amount of the next highest degree on the district salary schedule Appendix A.
5. Payment for area of specialization pay will be made in lump sum payments. Payments will be made on the 7th of October for those courses taken and submitted on official transcript to the Personnel Office by August 31st. Payment will be made on the 21st of June for those courses submitted on official transcript to the Personnel Office by the last day of school. (Such courses must be approved by the Superintendent or designee of schools.)
6. When the School District expends funds for in-service programs and credit is earned by participants, such hours will not qualify for area of specialization pay.
7. **Effective July 1, 2024, Douglas School District will begin phasing out the Area of Specialization (AOS) program.**
 - a. **Employees who have already been approved for AOS payments will continue to receive their payments as per the existing policy for a period not to exceed 4 years (2027-2028 School Year).**
 - b. **Employees currently enrolled in qualifying courses and who have already included these courses on an existing Professional Growth Plan will receive AOS payments as per the existing policy for a period not to exceed 4 years (2027-2028 School Year).**
 - c. **Only NEW coursework will be added to EXISTING Professional Growth Plans for a period of not longer than 4 years. The deadline to submit transcripts is June 30, 2028.**
 - e. **No NEW Professional Growth Plans for AOS payments will be accepted after June 30, 2024.**

- f. Employees hired for the 2024-2025 School Year and thereafter are not eligible for the AOS Program.
- g. ALL employees enrolled in an active Professional Growth Plan must submit an AOS Finalization Plan before June 30, 2025 that details the employee's intended progression to the next lane (if applicable). Employees on the Bachelor's lane who do not intend to progress to the Master's Lane or further may request an exemption on the AOS Finalization Plan. Employees already on M45 +15 are not required to submit any additional information.
- h. Acceptance of any credits will be at the discretion of the Superintendent of Schools or designee.
- i. A new AOS M45 Step 13 will be created. Only current participants in the AOS Program (as of June 30, 2024) will be considered for eligibility on AOS M45 Step 13 under the circumstances outlined below. As per the Salary Schedule, each step is \$750. Any employee moving as described below will have current AOS pay removed from their contract:
 - 1. Employees on M45, Step 12 who have earned 15 additional AOS credits will be placed on AOS M45 Step 13.
 - 2. Employees on M45, Step 12 who are NOT yet on Step 12 but who have earned 15 additional AOS credits will be given TWO steps for the 2024-2025 School Year (one step for AOS Pay and one step for movement) and will be eligible for AOS M45 Step 13 when they reach that benchmark.
 - 3. Employees on M45, Step 12 who have NOT yet earned 15 additional AOS credits will be given a period, not to exceed 4 years (2027-2028 School Year) to complete all credits necessary to qualify for AOS M45 Step 13 movement. At the time all necessary credits are earned, individuals will be placed on AOS M45 Step 13.
 - 4. Employees on M45 who are NOT yet on Step 12 and who have NOT yet earned 15 additional AOS credits will be given a period, not to exceed 4 years (2027-2028 School Year) to complete all credits necessary to qualify for AOS M45 Step 13 movement. At the time all necessary credits are earned, individuals will be given TWO steps the following contract year (one step for AOS Pay and one step for movement) and will be eligible for AOS M45 Step 13 when they reach that benchmark.

5. Employees on M45 who have not completed all 15 AOS credits prior to the end of the 4-year period (2027-2028 School Year) will have current AOS pay removed from their 2028-2029 contract and will not be eligible for AOS M45 Step 13.
6. Employees not yet on the M45 Lane will be given a period, not to exceed 4 years (2027-2028 School Year) to complete all credits necessary to qualify for AOS M45 Step 13 movement, including lane movement. At each lane change, previous AOS payment will be removed from the contract, and the employee will start accumulating credits again at each new lane. Employees who have not completed all credits necessary prior to the end of the 4-year period (2027-2028 School Year) will have any AOS pay removed from their 2028-2029 contract and will be eligible for AOS M45 Step 13 if/when they reach that benchmark.

Employees are encouraged to consult with the Personnel Office for further clarification or assistance regarding the phasing out of the AOS program.

- F. Academic Study/Tuition Reimbursement Program: Using a portion of the savings from the AOS Program, the District will set up a new account and process to encourage Employees to advance their education toward a new lane/degree. Employees may only be enrolled in one program (current AOS Program OR new Academic Study/Tuition Reimbursement Program) at a time.
1. A pool of \$5,000 will be allotted to academic study/tuition reimbursement for the 2024-2025 school year.
 2. 2024-2025 classes eligible for reimbursement will be Summer 2024, Fall 2024 and Spring 2025.
 3. Classes must be part of an advanced degree program (Masters, Specialist, or Ed. D) or part of an approved program toward obtaining additional certification (mutually agreed upon as beneficial to staff member and the district).
 4. A copy of the teacher's program or plan of study will be filed with the Superintendent.
 5. The teacher will complete an "Academic Study/Tuition Reimbursement" form prior to enrolling in the course.
 6. Copies of the transcripts or grade cards will serve as proof that classes were successfully completed.
 7. Reimbursement requests will meet the following criteria:
 - a. Transcripts must be submitted by May 31st for reimbursement on June 30th.

- b. Reimbursements will be based upon the number of hours taken by all staff. (i.e. Cumulative staff hours taken = 50; \$5,000 pool / 50 hours = \$100/credit hour reimbursement.)
- c. Reimbursement will not exceed \$150/credit hour.
- d. Each credit hour will only be reimbursed one time.

G. Payment of Salary

Payroll distribution will be made on a 10- or 12-month schedule. Whichever pay distribution is chosen will be irrevocable until the following year's contract. All payroll distributions will be deposited automatically into the employee's designated account.

If the 7th or 21st of the month falls on Saturday or Sunday, salary payment should be made on the Friday before. If the 7th or 21st falls on a holiday, salary payment should be made on the day before.

H. Extra- Duty Contract Payments

Extra-duty contract payments will be paid as part of the employee's elected semi-monthly contractual amount **unless requested as a lump sum payment.** ~~However, at the time the contract is signed, individuals may elect to receive a lump sum payment.~~ Such **Lump Sum** payment will be issued upon verification of the completion of the extra-duty assignment by the appropriate administrator, **and will be included in the employee's payment following this verification.**

ARTICLE XXI

MILEAGE

Teachers who may be assigned to more than one building and are required to use their own vehicles for such travel, and teachers on approved professional leave allowed for travel, shall be paid mileage for such travel at the rate established in Board of Education [Policy GCLA](#).

ARTICLE XXII

PROFESSIONAL DUES AND PAYROLL DEDUCTIONS

- A. The District shall deduct dues from the salaries of teachers for continuing membership in the United Teaching Profession Association, South Dakota Education Association, and the National

Education Association, provided that at the time of such deduction the District has in its possession a current, unrevoked written assignment executed by the teacher in the form and according to the terms of the authorization form. Such authorizations may be revoked by the teacher at any time by giving written notice to the District and the Association by letter. In the event of a revocation submitted after October 1 of any year, the remainder of that year's dues and contributions shall be deducted from the teacher's next paycheck and transmitted to the Association.

- B. At least forty-five (45) days prior to the beginning of the school year, the Association shall certify to the Board, in writing, the current rate of membership dues of each UTP organization named above. If an organization changes the amount of its membership dues, the Association will give the Board forty-five (45) days written notice prior to the effective date of such change, and such change shall be effective only upon written assurance by the Association to the District that such additional amounts are regular dues duly approved in accordance with the constitution and bylaws of the appropriate organization.
- C. Semi-monthly deductions will be made in twenty (20) equal consecutive installments commencing with the first payroll period in October so that all dues will have been deducted by the end of the twentieth semi-monthly pay period thereafter. As for authorizations which are received by the District's Payroll Office after the first payroll period in October, deductions will be prorated over the remaining deduction period referred to above. The Board shall not be required to honor for a current semi-monthly deduction, any authorizations that are delivered to the District's Payroll Office later than the last working day prior to the distribution of the payroll for which the deductions are to be made. Such deductions shall commence with the next following payroll disbursement.
- D. In accordance with the provisions of the Dues Authorization form and provided that such authorization is unrevoked at the time, all remaining unpaid dues shall be deducted from the final paycheck of a teacher leaving the employment of the District before the end of the school year.
- E. Authorized deductions shall be remitted to the Association no later than the first day of each month following such deductions.
- F. Previously signed and unrevoked written authorizations shall continue to be effective as to teachers reinstated following an unpaid absence not exceeding ninety (90) days. Previous authorizations of other teachers reinstated shall not be considered to be effective.
- G. The District shall not be liable for the remittance of any sums other than those constituting actual deductions made; and if for any reason it fails to make a deduction for any teacher as above provided, it shall make that deduction from the teacher's next pay period in which Association dues are normally deducted after written notification to the District of the error. If the District makes an overpayment to the Association, the District will deduct that amount from the next remittance to the

Association. The Association agrees to indemnify and hold the District harmless against any and all claims, suits, orders or judgments brought or issued against the District as a result of any action taken or not taken by the District under the provisions of this article.

ARTICLE XXIII

STUDENT DISCIPLINE AND TEACHER PROTECTION

A. Assault Upon Teachers

1. Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor. Such report shall be reduced to writing by the teacher as soon as reasonably possible.
2. Such notification shall be immediately forwarded to the Superintendent or designee, and following the incident, the Superintendent, or his designee, and the teacher shall comply with any reasonable request from the other for information in their possession relating to the incident or the persons involved.

B. Disruptive Students

1. When, in the judgment of a teacher, a student is by his/her behavior seriously disrupting the instructional program to the detriment of other students, the teacher may send the student from the classroom and refer him/her to the principal, or his/her designee, together with a statement of the reason for such referral. In such cases, the teacher shall confer on the same day with the principal or his/her designee who, if necessary, shall arrange as soon as possible, and under normal circumstances not later than the conclusion of the following day, a conference between himself/herself and the teacher and any other appropriate persons to discuss the problem and to decide upon appropriate steps for its resolution.

ARTICLE XXIV

MATTERS NOT COVERED

With regard to matters and Board policies not covered by this Agreement, it is understood that such matters and policies are management prerogatives which may be continued, discontinued or changed by the sole discretion of the Board.

ARTICLE XXV

MISCELLANEOUS PROVISIONS

A. Copies and Posting of Agreement

On or before the commencement of the 2024-25 school year, each teacher will be provided with an electronic copy of this Agreement via the District website.

B. Savings Clause

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. In that event the parties to this Agreement shall meet immediately and negotiate a substitute provision.

ARTICLE XXVI

EFFECTIVE DATE; DURATION OF AGREEMENT; AND NEGOTIATION PROCEDURES

This Agreement shall be effective as of the 12th day of August 2024, and shall continue in full force and effect until the beginning of the school term in 2025, and shall continue in effect from year to year thereafter, provided, however, that if either party desires to amend or terminate this Agreement, such party shall give written notice to the other party of such desire, which notice shall be served by either the Board or the Association upon the other no sooner than February 1, 2025, and no later than February 15, 2025. In the event such notice is given, all amendments to the Negotiated Agreement proposed by either party will be brought forward through the negotiations procedure and timelines as agreed upon by both parties. All other provisions of this Agreement shall automatically continue in full force and effect for the next succeeding year, subject, however, to the provisions of Article XXV B, hereof. Negotiations shall then commence and proceed as mutually agreed to by the parties. Negotiations shall be governed by the provisions of [SDCL 3-18](#) as they now exist or as they may be amended from time to time by legislative process.

Dated at Box Elder, South Dakota, this 15th day of July 2024.

DOUGLAS EDUCATION ASSOCIATION

DOUGLAS SCHOOL DISTRICT 51-1

BY: _____
Co-President: Deborah Smith

BY: _____
President, Board of Education
Tanya Gray

Co-President: Amy Rowe

APPENDIX A

DOUGLAS SCHOOL DISTRICT
2024-25 APPROVED CERTIFIED SALARY SCHEDULE

<u>Experience Step</u>	<u>Bachelors Degree</u>	<u>Masters Degree</u>	<u>Masters Plus 30</u>	<u>Ed Spec Degree or Masters +45</u>
0	\$52,950	\$57,950	\$62,950	\$67,950
1	\$53,700	\$58,700	\$63,700	\$68,700
2	\$54,450	\$59,450	\$64,450	\$69,450
3	\$55,200	\$60,200	\$65,200	\$70,200
4	\$55,950	\$60,950	\$65,950	\$70,950
5	\$56,700	\$61,700	\$66,700	\$71,700
6	\$57,450	\$62,450	\$67,450	\$72,450
7	\$58,200	\$63,200	\$68,200	\$73,200
8	\$58,950	\$63,950	\$68,950	\$73,950
9	\$59,700	\$64,700	\$69,700	\$74,700
10	\$60,450	\$65,450	\$70,450	\$75,450
11	\$61,200	\$66,200	\$71,200	\$76,200
12	\$61,950	\$66,950	\$71,950	\$76,950
AOS13				\$77,700

EXTRA-DUTY AND OTHER ALLOWANCES

The following conditions govern the extra-duty allowances identified below:

1. Extra-duty allowance shall be considered negotiated through the 2024-25 school year.
2. A maximum of seven (7) years out-of-district experience may be granted to new employees for comparable experience. Verification of experience is the responsibility of the employee.
3. All supervising personnel are expected to properly identify and distribute materials and equipment to student participants and to keep an accurate accounting of who has such materials and equipment. At the termination of that activity, the supervising personnel are to collect materials and equipment within two (2) weeks after the termination of the activity. At that time, they shall also submit an inventory of materials and equipment with a purchase order request for additional or replacement materials for the ensuing year.
4. Extra-duty contract payments will be paid as part of the employee's elected semi-monthly contractual amount. However, at the time the contract is signed, individuals may elect to receive a lump sum payment. Such payment will be issued upon verification of the completion of the extra-duty assignment by the appropriate administrator.
5. *Competitive Dance and *Competitive Cheer contracts will stipulate they have separate practices or a different coach than Football and Basketball Cheer.

COMPENSATION FOR ATHLETIC/ACTIVITY FUNCTIONS

Certified staff who assist at athletic/activity functions shall be paid at the following rates:

Middle School - \$15.00 per hour

High School - \$15.00 per hour

Intramurals - Moved to Category 8 (minimum of 35 hours)

All certified staff shall be given an opportunity to assist at these functions before assignments are made.

CATEGORY 8 – INTRAMURALS

The following are considered “Intramurals” and will be reimbursed on Appendix B – Category 8:

1. Elementary Basketball (Girls)
2. Elementary Basketball (Boys)
3. Elementary Volleyball (Girls)
4. 6th Grade Basketball (Girls)
5. 6th Grade Basketball (Boys)
6. 6th Grade Volleyball (Girls)

To be reimbursed as an intramural coach, the coach must spend at least 35 hours with students during the “season”.

APPENDIX "B"
2024-25

High School, Middle School, Elementary

Exp	CAT 0	CAT 1	CAT 2	CAT 3	CAT 4	CAT 5	CAT 6	CAT 7	CAT 8
	13.20%	11.40%	8.20%	6.40%	5.95%	4.55%	3.65%	3.20%	2.30%
0	\$52,950	\$6,036	\$4,342	\$3,389	\$3,151	\$2,409	\$1,933	\$1,694	\$1,218
1	\$53,700	\$6,122	\$4,403	\$3,437	\$3,195	\$2,443	\$1,960	\$1,718	\$1,235
2	\$54,450	\$6,207	\$4,465	\$3,485	\$3,240	\$2,477	\$1,987	\$1,742	\$1,252
3	\$55,200	\$6,293	\$4,526	\$3,533	\$3,284	\$2,512	\$2,015	\$1,766	\$1,270
4	\$55,950	\$6,378	\$4,588	\$3,581	\$3,329	\$2,546	\$2,042	\$1,790	\$1,287
5	\$56,700	\$6,464	\$4,649	\$3,629	\$3,374	\$2,580	\$2,070	\$1,814	\$1,304
6	\$57,450	\$6,549	\$4,711	\$3,677	\$3,418	\$2,614	\$2,097	\$1,838	\$1,321
7	\$58,200	\$6,635	\$4,772	\$3,725	\$3,463	\$2,648	\$2,124	\$1,862	\$1,339
8	\$58,950	\$6,720	\$4,834	\$3,773	\$3,508	\$2,682	\$2,152	\$1,886	\$1,356
9	\$59,700	\$6,806	\$4,895	\$3,821	\$3,552	\$2,716	\$2,179	\$1,910	\$1,373
10	\$60,450	\$6,891	\$4,957	\$3,869	\$3,597	\$2,750	\$2,206	\$1,934	\$1,390
11	\$61,200	\$6,977	\$5,018	\$3,917	\$3,641	\$2,785	\$2,234	\$1,958	\$1,408
12	\$61,950	\$7,062	\$5,080	\$3,965	\$3,686	\$2,819	\$2,261	\$1,982	\$1,425

Extra-duty salary will be based on the same step of the Bachelor column of the adopted salary schedule as years of experience in coaching, i.e. If a teacher has no experience in that activity he/she will be placed on Step 0; one year of experience will be placed on Step 1; etc.

Category 0

- A - HS Hd Football
- B - HS Head Track
- C - HS Head Wrestling
- D - HS Head Basketball
- E - HS Head Volleyball

Category 4

- A - MS Drill Team
- B - HS Chorus
- C - HS Hd FB Cheerleading
- D - HS Hd BB Cheerleading
- E - Oral Interpretation
- F - HS Student Council
- G - MS Drama Fall Play
- H - MS Drama Spring Play
- I - HS Asst Drama Fall Play
- J - HS Asst Drama Spring Play
- K - Asst One Act Play
- L - HS Asst Debate

Category 1

- A - HS Hd Golf Fall
- B - HS Hd Golf Spring
- C - HS Band
- D - HS Hd Cross Country
- E - Competitive Dance
- F - Competitive Cheer
- G - HS Head Soccer
- H - AFJROTC
- I - HS Drama Fall Play
- J - HS Drama Spring Play
- K - One Act Play
- L - HS Hd Debate

Category 5

- A - MS Asst Football
- B - MS Asst Wrestling
- C - MS Asst Track
- D - HS Newspaper
- E - MS Asst Volleyball
- F - MS Asst Basketball
- G - MS Asst Cross Country

Category 2

- A - HS Asst Football
- B - HS Asst Basketball
- C - HS Asst Cross Country
- D - HS Asst Wrestling
- E - HS Asst Track
- F - HS Asst Volleyball
- G - HS Asst Soccer

Category 6

- A - ES Chorus
- B - MS Chorus
- C - MS Band
- D - MS Asst Drama Fall Play
- E - MS Asst Drama Spring Play
- F - HS Asst Fall Cheerleading
- G - HS Asst BB Cheerleading
- H - MS Asst Cheerleading
- I - HS Asst Dance

Category 8

- A - ES Asst Chorus
- B - MS Asst Chorus
- C - Intramurals (35 Hrs Min.)

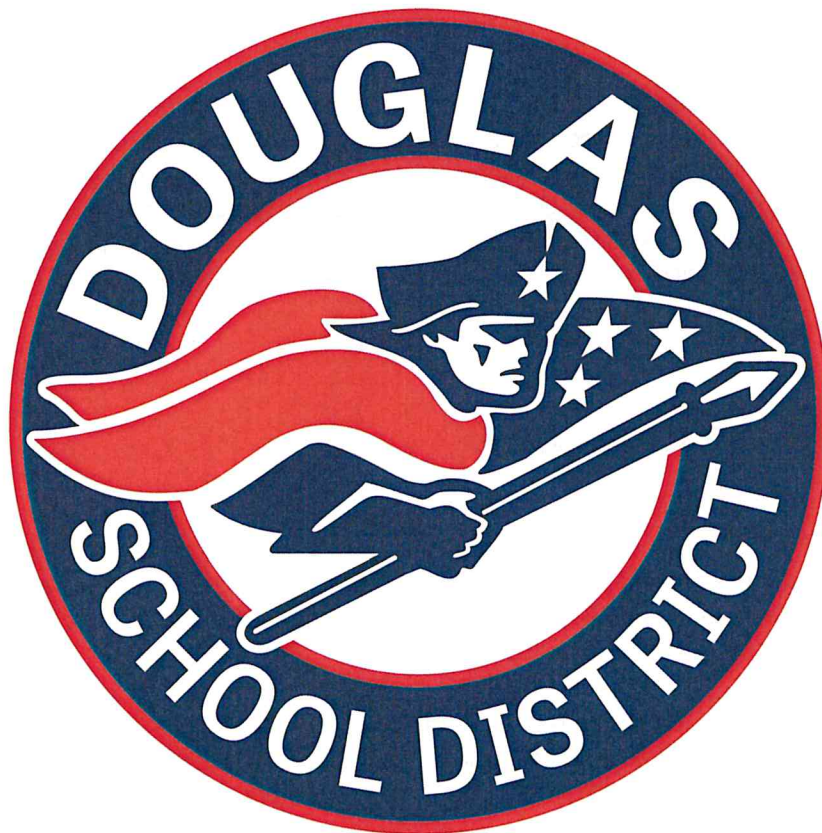
Category 3

- A - MS Hd Football
- B - MS Hd Basketball
- C - MS Hd Wrestling
- D - MS Hd Track
- E - MS Hd Volleyball
- F - MS Hd Cross Country
- G - HS Hd Drill Team
- H - HS Annual Advisor

Category 7

- A - HS Knowledge Bowl
- B - MS Knowledge Bowl
- C - MS Student Council
- D - MS Newspaper
- E - MS Annual
- F - National Honor Society
- G - Youth 2 Youth
- H - HS/MS Robotics Advisor
- I - HS Asst Student Council
- J - MS Math Counts

**Speech-Language
Pathologist Handbook**



2024-25

Discrimination Prohibited

Equal Opportunity Employment

It is the policy of the Douglas School District 51-1 that no employee shall be discriminated against on the basis of race, color, creed, religion, age, sex, gender, pregnancy, gender identity, sexual orientation, disability, national origin, ancestry or veteran status in any program, service or activity for which the Douglas School District is responsible as required by Title IX, Public Law 93- 112, Section 504, and other state and federal laws. Every available opportunity will be taken to assure that each applicant for a position is selected on the basis of qualifications, merit and ability.

Title IX Policy Notification Statement

The Douglas School District does not discriminate in its employment policies and practices, or in delivery of its educational programs or services on the basis of race, color, creed, religion, age, sex, gender, pregnancy, gender identity, sexual orientation, disability, national origin, ancestry or veteran status.

Concerns regarding Title IX of the Education Amendments of 1972 should be directed to **Mr. Bud Gusse**, Executive Director of Operational Support Services, Douglas School District 51-1, 400 Patriot Drive, Box Elder, SD 57719 (605) 923-0000.

Inquiries concerning the applications of Title VI Civil Rights Act of 1964 may be referred to Executive Director of Secondary Academics, Douglas School District 51-1, 400 Patriot Drive, Box Elder, SD 57719, (605)923-0000. Section 504 of the Rehabilitation Act of 1973, as amended, may be referred to the Director of Special Education Services, Douglas School District 51-1, 421 Don Williams Drive, Box Elder SD 57719, (605) 923-0013.

For additional information contact the Office for Civil Rights, U.S. Department of Education, Office for Civil Rights, 1010 Walnut Street, 3rd Floor, Suite 320, Kansas City, Missouri 64106. Phone: (816) 268-0550; TDD: (800) 877-8339; Fax: (816) 268-0599. Email OCR.KansasCity@ed.gov

Table of Contents

Assignment and Transfer	8
Complaints	6
Contract	7
Court Witness and Jury Duty Leave	21
Dismissal & Suspension	10
Duty Day	12
Evaluation of SLPs	14
Family and Medical Leave	20
Grievance Procedures	3
Insurance Program	27
Leaves of Absence	17
Medical Examination	6
Miscellaneous	33
Parental Leave	22
Personal Leave	16
Personnel File	21
Professional Leave	18
Reduction in Professional Staff Workforce	10
Salary and Classification	29
Separation Program	27
Short Leave without Pay	18
Sick Leave	18
Sick Leave Bank	25
Student Discipline	32
Voluntary Separation	27
Worker's Compensation	20
APPENDIX A - SALARY SCHEDULE	34
APPENDIX B – EXTRA-DUTY	35

INTRODUCTION

The Speech-Language Pathologist Handbook contains general working benefits for the Speech-Language Pathologists in the Douglas School District as determined by the Board of Education. Any additional terms, conditions, or benefits will be specified in the Speech-Language Pathologist's individual contract. This handbook is effective for the 2024-25 school year only.

Definition of a Speech-Language Pathologist

A Speech-Language Pathologist is an individual who is licensed through the South Dakota Department of Health and holds a South Dakota Speech-Language Pathologist's license through the South Dakota Board for Examiners for Speech-Language Pathology. Reference [SDCL 36-37-3](#).

ARTICLE I
GRIEVANCE PROCEDURE
(Board Policy Regulation GBM-R)

A. Definitions

1. A "grievance" shall mean a complaint by a Speech-Language Pathologist, or Speech-Language Pathologists, employed by the Douglas School District, that there has been a violation, misinterpretation or inequitable application of any of the terms of this Agreement, except that the term "grievance" shall not apply to any matter as to which (1) the method of review is prescribed by law, or (2) the Board is without authority to act.
2. An "aggrieved person" is a Speech-Language Pathologist or Speech-Language Pathologists asserting a grievance in writing.
3. A "party in interest" is a person who might be required to take action or against whom action might be taken in order to resolve a grievance.
4. The term "days", except where otherwise provided in the Speech-Language Pathologist Handbook, shall refer to calendar days. The day of delivery or notice shall not be counted as a calendar day as it pertains to the timelines.

B. Principles

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems.
2. The proceedings under this procedure will be kept informal, and confidentiality shall be maintained.
3. Nothing contained herein will be construed as limiting the right of any Speech-Language Pathologist having a grievance to discuss the matter informally, at a mutually agreeable time, with the Speech-Language Pathologist's immediate supervisor and to have the grievance adjusted, provided the adjustment is consistent with the terms of this Agreement.
4. A Speech-Language Pathologist chosen advocate shall have the opportunity to be present and to state its views at any level of the grievance procedures.

C. Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and reasonable efforts should be made to expedite the process. The time limit specified may, however, be extended by mutual agreement.
2. If a grievance is filed which cannot be finally resolved under the time limits set forth herein prior to the end of the school year, and which, if left unresolved until the beginning of the following school year, could result in irreparable harm to an aggrieved person or a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be concluded prior to the end of the school year, or as soon thereafter as is practicable.
3. No grievance shall be recognized unless it is presented at the appropriate level within thirty (30)

days after the aggrieved person knew, or should have known, of the act or condition on which the grievance is based, and if not so presented, the grievance will be considered as waived, provided that a grievance filed under the first paragraph of Miscellaneous Provisions hereof shall not be recognized at Level 2 unless it has been filed with the Superintendent's office within at least forty-five (45) days after the act or condition upon which it is based occurred.

D. Informal Procedures

1. If a Speech-Language Pathologist has a complaint, he/she shall first discuss the matter with his/her immediately involved supervisor in an effort to resolve the problem informally.

E. Formal Procedures

1. Level 1: Principal

- a. If the Speech-Language Pathologist is not satisfied with the disposition of the complaint through informal procedures, the Speech-Language Pathologist may submit the problem as a formal written grievance to his/her principal. ([Board Policy Exhibit GBM-E, Form S-423](#))
- b. The aggrieved person shall discuss the grievance personally, and may request that a Speech-Language Pathologist chosen advocate accompany him/her.
- c. The principal shall within ten (10) days render a decision in writing to the aggrieved person.
- d. A Speech-Language Pathologist who is not directly responsible to a building principal may submit the formal written grievance to the administrator to whom he/she is directly responsible.

2. Level 2: Superintendent

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level 1, or if no decision has been rendered within ten (10) days after the presentation of the grievance, he/she may file the grievance in writing with the Superintendent within ten (10) days after the grievance decision has been rendered at Level 1 or within twenty (20) days after the grievance was presented at Level 1, whichever is sooner.
- b. If requested by the Speech-Language Pathologist, a Speech-Language Pathologist chosen advocate may file such grievance on behalf of the Speech-Language Pathologist within the time limit set forth above.
- c. The Superintendent, or his/her designee or designees, will represent the administration at Level 2 of the grievance procedure.
- d. The Superintendent, or his/her designee or designees, shall meet with the aggrieved person and parties in interest in an effort to resolve the grievance. Such meeting shall take place within ten (10) days after the receipt of the written grievance by the Superintendent, or his/her designee or designees. The Superintendent, or his/her designee(s) shall render his/her decision in writing to the aggrieved person.

3. Level 3: Board of Education

If the aggrieved person is not satisfied with the disposition of the grievance at Level 2, or if no decision has been rendered within ten (10) days after the Level 2 hearing, the grievant may file the

grievance in writing with the Board of Education within ten (10) days after the grievance decision has been rendered at Level 2 or within twenty (20) days after the grievance was presented at Level 2, whichever is sooner. The Board will hold a hearing on the grievance at the next regular Board meeting or within twenty (20) days, whichever is sooner. Within ten (10) days after the hearing, the Board shall render its decision in writing to the aggrieved party and to the Association.

4. Level 4: Arbitration

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level 3, or if no decision has been rendered within ten (10) days after the Board has heard the grievance, he/she may within ten (10) days thereafter initiate an appeal to the Department of Labor, which shall conduct an investigation and hearing and shall issue an order covering the points raised, which order shall be binding on the employees and the Board of Education in accordance with the provisions of [SDCL 3-18-15.2](#).
- b. The investigation and hearing conducted by the Department of Labor shall be conducted in accordance with the rules and regulations of the Department of Labor.
- c. It is specifically and expressly understood and agreed that taking an appeal to the Department of Labor constitutes an election of remedies and a waiver of any and all rights by the appealing party or parties and his/her or their representatives to litigate or otherwise contest the appealed subject matter in any court under [SDCL 13-46](#), except in the form of an appeal from the decision of the Department of Labor as provided by [SDCL 1-26](#).

F. Rights to Representation

1. There shall be no discrimination of any kind by any party against any other participant in the grievance procedure by reason of such participation.
2. Any aggrieved person or party in interest may be represented at any level of the grievance procedure by a person or persons of his/her own choosing.

G. Miscellaneous Provisions

1. If a grievance affects a group of Speech-Language Pathologists from more than one building, such grievance may be submitted in writing directly to the Superintendent's office, and the processing of such grievance may be commenced at Level 2.
2. To facilitate the operation of the grievance procedure, necessary forms for filing, serving notices, making appeals and other necessary documents will be jointly prepared and distributed by the Superintendent and Speech-Language Pathologist chosen advocate.
3. All documents and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
4. The Board and the aggrieved person shall make available to one another all pertinent information, not privileged under law, in their possession or control which is relevant to the issues raised by the grievance.
5. When it is necessary for a Speech-Language Pathologist chosen advocate, the aggrieved person

or party in interest to attend a grievance hearing called during the school day, the Superintendent's office shall notify the principal of such representatives and they shall be released without loss of pay for such time as their attendance is required at such meeting or hearing.

6. Upon completion of their contractual obligations, employees who voluntarily terminate employment will have their grievances immediately withdrawn and not benefit by any later settlement of an individual or group grievance.

ARTICLE II

COMPLAINTS/REQUEST FOR REVIEW

- A. This complaint procedure is in recognition of the need to develop an effective means for resolving differences that may arise among employees or between employees and administrators, and between the District employees and the community covering matters that are not already addressed in the handbook. The process will be kept informal and confidential. Complaint procedures are as follows: (Reference [Board Policy GBM—Staff Complaints and Grievances](#))
 1. Complaints are only recognized after they have been put in written form. Forms are available in the building offices. ([Board Policy Exhibit GBM-E, Form S-423](#)) As per [Board Policy KLA—Public Complaints](#), "Anonymous letters and phone calls will not be given serious consideration." "Hearsay" will be treated as anonymous and may not be used against a Speech-Language Pathologist within an evaluation. However, it is expected that when such is made known to an evaluator, they will immediately discuss the concern with the Speech-Language Pathologist.
 2. The proper channeling of complaints will be: (1) Speech-Language Pathologist/Coach/Advisor, (2) Principal/Activities Director, (3) Superintendent, (4) Board. All effort will be taken to solve the complaint at the lowest possible level.
 3. If a complaint is presented concerning a Speech-Language Pathologist, he/she will be immediately informed and given a chance to respond.
 4. A Speech-Language Pathologist may be represented by a Speech-Language Pathologist chosen advocate at any level of a complaint procedure.

ARTICLE III

MEDICAL EXAMINATION

- A. If at any time there is reasonable cause to believe that an employee is suffering from an illness detrimental to the health of the pupils, the Board of Education may require a certification of health. The expense of obtaining additional certifications of health will be borne by the School District.

- B. An employee of the Board of Education who is not able to return to duty on the day following two weeks of illness or injury may be required to present a certificate of ableness to the principal upon his return to work. This certificate shall be made out by a physician authorized to practice medicine under the laws of the State of South Dakota.
- C. An employee who has been absent because of a nervous disorder must present a satisfactory report from a physician authorized to practice medicine under the laws of the State. In addition, the employee may be required to provide a medical report secured from the School District's designated physician at the expense of the School District.

ARTICLE IV

INDIVIDUAL SPEECH-LANGUAGE PATHOLOGIST'S CONTRACTS

- A. All individual contracts with Speech-Language Pathologists employed by the Board, and covered by this agreement, shall be in writing and signed by the Speech-Language Pathologist and by the president of the Board of Education and the business manager.
- B. Individual Speech-Language Pathologist's contracts shall include all extra-duty assignments, which are agreed to between the Speech-Language Pathologist and the Board. Such contracts shall be signed in not less than duplicate, with one copy to be filed in the Personnel Office and one to be retained by the Speech-Language Pathologist. In the event a Speech-Language Pathologist desires to be released from an extra-duty assignment but remain in the District in a following year, reasonable efforts shall be made to find a replacement for the extra-duty assignment for the following year.
- C. The computation of a Speech-Language Pathologist's daily wage shall be determined by dividing the Speech-Language Pathologist's basic salary by the sum total of the days in session and Speech-Language Pathologist duty days (excluding the new Speech-Language Pathologist orientation day).
- D. Payroll distribution will be made on a 10- or 12-month schedule. Whichever pay distribution is chosen will be irrevocable until the following year's contract.

ARTICLE V

CONTRACT RENEWAL AND CONTINUING CONTRACTS

Individual contracts for Speech-Language Pathologists employed by the District, and the annual renewal or nonrenewal thereof, shall be governed by the provisions of SDCL 13-43-6.1 through 13-43-6.6.

ARTICLE VI

ASSIGNMENT AND TRANSFER

Per [Board Policy GCI-Professional Staff Assignments and Transfers](#), the assignment and transfer of staff to positions in other schools of the District or within the staff's assigned school will be made by the Superintendent or administrative designee giving considerations, but not limited to the following criteria:

1. The best interest of the district.
2. The contribution that the staff member would make to students in the new assignment.
3. The qualifications of the staff member as compared to those of other candidates for the position to be filled.
4. The opportunity for professional growth.
5. The desire of the staff member regarding the new assignment.
6. The length of service in the school district.
7. The availability of a qualified replacement for the position vacated by the transferring staff member.

"Vacancy" is defined as an open position, identified by the District as a result of a newly created position, transfer, promotion, termination, or long-term leave that extends through the end of the school year.

Position vacancies that are posted shall reflect a description of the position, qualifications, and whether the position is full or part time, and shall be advertised, for qualified in-district candidates, for a period of not less than 5 calendar days.

A. Assignments:

"Assignment" is defined as a change of position, subject matter or grade level, or building, initiated by the superintendent or administrative designee, that may additionally change the speech-language pathologist's building, contracted classification, or assigned administrator for evaluation.

Each employee of the Board of Education shall be assigned to a specific position at the direction of the Superintendent of schools or designee and may be assigned to any other position as the Superintendent or administrative designee may direct.

Assignments may be at the initiative of the Superintendent or designee for any purpose, which, in the judgment of the Superintendent or designee, is for the welfare of the employee or the schools. An administrative assignment shall be made only after a conference between the Speech-Language Pathologist involved, and the Speech-Language Pathologist's immediate supervisor, at which time the Speech-Language Pathologist will be notified of the reason therefore.

B. Transfers:

“Transfer” is defined as a requested change of duty, subject matter or grade level, initiated by the speech-language pathologist, that may change the speech-language pathologist’s building, contracted classification, assigned administrator for evaluation, or is the result of interest in any district vacancy.

Speech-Language Pathologists may request a transfer; however, a new Speech-Language Pathologist must have spent at least one (1) year in a position before requesting a transfer. In the determination of requests for transfer, the convenience and wishes of the individual Speech-Language Pathologist will be honored to the extent that they do not conflict with the instructional requirements and best interests of the School District. If more than one Speech-Language Pathologist has applied for the same position, the Speech-Language Pathologist determined to best serve the needs of the school district shall be appointed.

During the school year, the Superintendent or designee shall post on the district website a notice of any vacancy which occurs during the year or will occur during the following year. Each such notice shall be posted as soon as any such vacancy becomes available. Any Speech-Language Pathologist who desires to apply for any such vacancy may do so by submitting a Transfer Request Form to Human Resources within the period of time stated on the vacancy notice.

Any Speech-Language Pathologist desiring a transfer shall submit a Transfer Request Form between January 1 and February 1 to Human Resources. Such request shall include the grade or subject to which he/she desires to be transferred, in order of preference. Transfer Request Forms may be submitted to Human Resources after February 1 if there is a specific vacancy for which he/she wishes to be considered.

Speech-Language Pathologists having pending transfer requests may obtain information as to any such vacancies by consulting the postings on the district website.

Upon written request, Speech-Language Pathologists shall be notified in writing of the disposition of their requests for transfer, including the reasons for the disposition. Before assignments of new Speech-Language Pathologists in the School District are made, consideration shall first be given to pending requests for transfer or assignment to available vacancies.

ARTICLE VII
DISMISSAL AND SUSPENSION

A. The Board of Education may dismiss any Speech-Language Pathologist at any time for just cause, including breach of contract, poor performance, incompetency, gross immorality, unprofessional conduct,

insubordination, neglect of duty, or the violation of any policy or regulation of the school district. The Board of Education may non-renew a Speech-Language Pathologist who is in or beyond the fourth consecutive term of employment as a Speech-Language Pathologist for just cause, including breach of contract, poor performance, incompetency, gross immorality, unprofessional conduct insubordination, neglect of duty, or the violation of any policy or regulation of the school district as stated in [SDCL 13-43-6.1](#). If a Speech-Language Pathologist is terminated for cause, they are no longer entitled to accrued benefits.

- B. Whenever the Board contemplates the dismissal of a Speech-Language Pathologist such Speech-Language Pathologist shall first be temporarily disengaged from his/her responsibilities, notified in writing of the reasons for such contemplated dismissal and advised that he/she has fifteen (15) days in which to request a hearing before the Board of Education. If no hearing is requested within such fifteen (15) day period, the contemplated dismissal shall become final. Upon written request received within such fifteen (15) day period, an executive session hearing before the Board of Education shall be held within seven (7) days thereafter. At such hearing, the Speech-Language Pathologist shall have the right to hear the evidence against him/her, cross-examine any person who has made charges against him/her and present evidence and testimony on his own behalf and shall have the right to counsel of his/her own choosing. Within five (5) days after the hearing, the Board shall render its final decision and notify the Speech-Language Pathologist of its decision in writing. The Speech-Language Pathologist shall have the right of appeal as provided in the final step of the grievance procedure.
- C. No Speech-Language Pathologist shall be suspended or reduced in rank or compensation without just cause. Any such action may be subject to the grievance procedure.

ARTICLE VIII

REDUCTION IN PROFESSIONAL STAFF WORKFORCE

It is within the discretion of the Board of Education to reduce the educational program, curriculum, and staff whenever economic necessity or enrollment dictates. A staff reduction occurs when the Board eliminates all or part of an existing position held by a staff member to whom continuing contract rights apply.

- A. In the event that staff reductions by the district become necessary, decisions as to which positions to delete will be made at the discretion of the administration. Seniority of employees will be given first consideration for remaining positions in the event two or more employees have equal ability, skill level, and job performance. Determinations as to ability and skill level will be made at the discretion of the supervisor of the position under review. An informal conference with employees directly involved in changes due to reduction in force may precede the final determination.

- B. It is anticipated that professional staff to whom continuing contract rights have not yet accrued will have the first eliminated positions.
- C. It is anticipated that part time professional staff to whom continuing contract rights have accrued will be eliminated next.
- D. In the event the position of a continuing contract Speech-Language Pathologist is eliminated due to a reduction in force, the Board of Education will determine which continuing contract Speech-Language Pathologist or Speech-Language Pathologists will be released, considering the following criteria, as applicable. These criteria are not in rank or order of importance.
1. Seniority;
 2. Student and curriculum needs;
 3. Speech-Language Pathologist evaluations;
 4. Competency;
 5. Qualifications;
 6. Certification;
 7. Experience in the area to be taught;
 8. Educational background;
 9. State and federal mandates;
 10. Administrative recommendations.
- E. For purposes of consideration of seniority as a factor in the Board's determination for a reduction in force, seniority is determined by the length of service (including approved leaves of absence) with the District and computed in years, months, and days from the date of beginning of the individual's last continued employment. Where two or more continuing contract Speech-Language Pathologists have the same credited service with the District, seniority between those two shall be determined by total number of years of service for which credit was allowed on the District's salary schedule. Where two or more Speech-Language Pathologists have the same total net credited service, seniority between them shall be determined by lot.
- F. Any reduction in force by the District shall comply with the dictates of [SDCL Ch. 13-43](#).
- G. For purposes of this reduction in force article only, continuing contract staff professionals who are laid off pursuant to a reduction in force, shall have reemployment preference for a period of two years following the date of lay off. The effective day for layoff pursuant to this article shall be June 30. Any such continuing contract Speech-Language Pathologist who seeks reemployment under this agreement must notify the District annually in writing such a desire to be considered for reemployment. An annual request for reemployment consideration must be filed in the District administrative office no later than February 1 of each year preceding the year in which reemployment is sought. Such notification shall include documentation of any additional qualifications obtained by the Speech-Language Pathologist following layoff.

- H. Recall privileges cease when a Speech-Language Pathologist resigns. Recall privileges will also cease in the event the individual, upon being recalled, fails to report within twenty (20) calendar days after mailing of the written notice of the reemployment. Reemployment privileges will not apply to Speech-Language Pathologists under contract with another school district unless the reemployment is for anticipated positions in the following school year.
- I. If more than one staff member is qualified for the position subject to reemployment, the Board shall consider, among other things, the matters identified in Reduction in Professional Staff Workforce, Article 12 (section D), for reemployment purposes.

ARTICLE IX

LENGTH OF SCHOOL TERM

The school term shall be as set forth in the 2024-25 School Calendar approved by the Douglas School Board.

ARTICLE X

DUTY DAY

- A. The normal school day shall be seven and one-half (7 1/2) hours of duty in length except on Fridays when it will be seven and one-quarter (7 1/4) hours of duty in length. Duty hours are exclusive of time necessarily required to perform extra-duty assignments as well as other assigned duties. The actual period of time assigned for such duty hours shall be made by the building principal or other appropriate supervisor and shall be adjusted to meet the needs of the department, division or level (elementary, middle or high school) to which the Speech-Language Pathologist has been assigned. Reference [Board Policy GBN—Staff Flex Time](#) for any adjustments to meet the needs of the individual Speech-Language Pathologist.
- B. When an administrator calls a building meeting that exceeds the normal duty hours, the Speech Language Therapist of that building will be able to adjust the same amount of me on a day mutually agreed upon with the principal. This adjustment shall be handled at the building level through the principal's office and will involve only that me outside the regularly scheduled classroom day.
- C. All Speech-Language Pathologists shall be entitled to a minimum of a one-half (1/2) hour duty-free uninterrupted lunch period. However, this minimum may be waived upon a majority vote of the Speech-Language Pathologists in a particular building in order to obtain a more flexible or workable schedule.
- D. Speech-Language Pathologists are expected to be in their assigned area or building during their established duty hours unless extra-duty or other assigned duties conflict, or unless necessary school business or an emergency personal need requires their absence for which approval of the building principal has been obtained. On the last scheduled duty day prior to a holiday and on local, state and national

election days, Speech-Language Pathologists may leave the building fifteen (15) minutes prior to the end of the normal Speech-Language Pathologist day.

- E. Speech-Language Pathologists are expected to attend parent- teacher conferences and open houses as well as meetings called by the building principal and general meetings called by the Superintendent. In case of general meetings, a dismissal time shall be designated by the Superintendent or designee. Speech-Language Pathologists may be excused from meetings scheduled outside of the seven and one-half (7 1/2) hour day to accommodate an emergency personal need.
- F. Speech-Language Pathologists are expected to serve on committees as necessary. As much as possible, such meetings will be held within the seven and one-half (7 1/2) hour day and volunteers for such committee work will first be sought. Committee assignments will be made with consideration as to the work involved in each particular assignment, and committee assignments will be distributed among the various members of the teaching staff insofar as possible.
- G. All activities under the direction and supervision of the School District are considered to be an integral part of the curriculum. Speech-Language Pathologists shall accept an equitable share of responsibilities designed to provide a balanced program for the students of the School District. In an effort to achieve equality in the distribution of such responsibilities, assigned duties, such as described below, shall be distributed equitably among suitably qualified staff members. Assigned duties will be made by the building principal.

Members of the Speech-language pathology staff shall receive extra pay only for the extra - duty assignments for which a stipend is provided on the attached Appendix "B". However, additional extra - duty stipends may be developed by the Board of Education during the school year in the event that new programs or activities are implemented. If additional stipends are developed during the school year they shall be consistent with the amounts provided in Appendix "B", considering the time and nature of the duties involved. Nothing in this Agreement or in the attached Appendix "A" shall be interpreted as applying to normal assigned duties such as hall supervision, noon duty, playground duty, unlisted club sponsorships, faculty meetings, work on professional committees, parent meetings, individual parent and Speech-Language Pathologist conferences, class sponsorship, or similar professional responsibilities, duties of a general nature assumed for school parties limited to students in the schools, banquets, baccalaureate, commencement, and community-sponsored clubs. Speech-Language Pathologists with extra - duty assignments listed in the attached Appendix "B" will assume their proportionate share of responsibility for assigned duties.

- H. No Speech-Language Pathologist will be required to substitute for an absent Speech-Language Pathologist except under emergency conditions where a substitute Speech-Language Pathologist cannot reasonably be obtained, and such assignments shall be made equitably.

ARTICLE XI

SPEECH-LANGUAGE PATHOLOGIST EVALUATION

A. Purpose

The Douglas School District shall design, implement, and periodically update a systematic process for professional staff evaluation. The purpose of the evaluation process shall be to ensure quality instruction for Douglas students. More specifically, the process and data generated by professional staff evaluation will be used to: 1) provide clear, timely, and useful feedback to Speech-Language Pathologists, 2) guide professional growth activities for Speech-Language Pathologists, and 3) assist in making renewal or non-renewal decisions. Student achievement and professional growth shall be the focus of the evaluation process. The District will follow the required processes and procedures for the South Dakota Speech-Language Pathologist Effectiveness Model. This model uses the Danielson Framework for evaluating professional practice and also includes measures of student achievement in calculating a Summative Effectiveness rating. To the degree possible, the evaluation process should focus on strengths and professional growth and should be a positive non-threatening experience. (Board Policy GCN)

Formal evaluation process includes: setting and monitoring a Student Learning Objective (SLO), goal-setting conference with building principal, walkthroughs with feedback, Speech-Language Pathologist reflection, periodic progress meetings (as set by Speech-Language Pathologist and principal), summative meeting and assignment of effectiveness rating. Formal observations may be scheduled by the principal and Speech-Language Pathologist, but are not required as part of the evaluation process.

B. Procedures

1. During the first fifteen (15) days of the school year, the building administrators will schedule meetings for the purpose of reviewing Speech-Language Pathologist evaluation procedures and forms to be used in the evaluation.
2. Probationary Speech-Language Pathologists (Speech-Language Pathologists in their first, second and third years of service) shall be evaluated formally using the DSD process, including a state mandated Summative Effectiveness Rating (see above) each year for three (3) years. The schedule for the formal evaluation will be set by the evaluator and SLP. Walkthroughs with feedback will occur throughout the year. The Professional Practice Rating (PPR) will be completed prior to the third Monday in March. Final Summative ratings will be completed by the end of the school year. Experienced Speech-Language Pathologists (those with more than 3 years of of service), who are new to the Douglas School District, will be evaluated formally during their first year in the District. At the end of the first year, the evaluator will determine whether or not the Speech-Language Pathologist will require formal evaluation the second year of employment, or if s/he is to be placed on the continuing contract schedule of evaluation.
3. Continuing contract Speech-Language Pathologists (Speech-Language Pathologists who have completed three (3) consecutive years of service in the Douglas School District) shall be formally

evaluated every other year as required by the state , or more frequently as determined by their supervising principal. If a Speech-Language Pathologist is on a Plan of Assistance, the Professional Practice Rating will be completed before the third Monday in March.

4. If the Speech-Language Pathologist and principal include a formal observation in the evaluation process, the Speech-Language Pathologists shall be notified at least five (5) days in advance if a formal observation is to be scheduled. The five (5) day timeline may be waived by the Speech-Language Pathologist.
5. All required documentation (as determined by the evaluator and SLP) shall be completed by the Speech-Language Pathologist, and discussed with the evaluator prior to all formal observations.
6. Speech-Language Pathologists will receive feedback within five (5) days of a walkthrough, and, if a formal observation is done, a post-observation conference will be held within ten (10) days after the formal observation.
7. A final evaluation conference shall be conducted following the appropriate timelines. The final evaluation shall be based on a variety of performance, behavior and conduct factors, including but not limited to, classroom observations, SLO's, goals and conferences with principal. Signing of the written evaluation by the SLP shall not imply Agreement with the evaluation; it merely indicates that the evaluation was discussed. A copy of the final evaluation shall be given to the SLP.
8. A Speech-Language Pathologist or administrator may request another person to accompany them at any step within the evaluation procedure.
9. When "unsatisfactory" is noted on the professional practices rubric and/or student growth is "low" (based on the SLO), the evaluator shall work with the SLP to develop a mutually agreed upon Plan of Assistance . An evaluator may also place an SLP on a Plan of Assistance if the overall Summative Effectiveness rating is "below expectation." The Superintendent or designee shall assist in the development of the Plan of Assistance . A Plan of Assistance may extend into the following year. It is very important for the SLP to successfully complete the Plan of Assistance as failure to do so may result in dismissal.
10. Professional Practice Ratings (PPR) are to be completed before the third Monday in March. The recommendation portion of the PPR need only be completed for the final evaluation and shall be checked in one of three categories:
 - . . . Recommended for Employment
 - . . . Recommended with Qualifications for Employment
 - . . . Not Recommended for Employment

When the evaluation "Recommended with Qualifications" is contemplated, the Speech-Language Pathologist involved shall be apprised of the evaluation in a conference to be held before the third Monday in March. The Speech-Language Pathologist shall be advised in writing relative to areas in which improvement is necessary. Before a Speech-Language Pathologist is given the evaluation "Not Recommended", the principal and/or supervisor conducting the evaluation shall have a minimum of two conferences with the Speech-Language Pathologist relative to the areas of weakness. The first of these

conferences shall be held by the end of the first semester. The basis and reason for the evaluation shall be discussed and a Plan of Assistance developed. If a Speech-Language Pathologist receives the evaluation "Recommended with Qualifications" or "Not Recommended", he/she may file a request with the Superintendent or designee for a conference regarding the evaluation. Within seven (7) days after receiving such a request, the Superintendent or his designee shall meet with the Speech-Language Pathologist to discuss the evaluation.

11. The evaluation of extra-duty positions (Appendix B) shall take place during and/or after the activity occurs. A conference will be held in conjunction with the evaluation.
12. An honest effort will be made to conduct the evaluation process openly and with the full knowledge of both parties involved.

C. Personnel Files

1. While employed by the Douglas School District, a Speech-Language Pathologist shall have the right, upon request, to review the non-confidential contents of his/her personnel file (except confidential placement papers) maintained in the central office and to receive copies at his/her own expense of any documents contained therein. A Speech-Language Pathologist shall be entitled to have a representative of a Speech-Language Pathologist chosen advocate to accompany him/her during such review. Once per school year, a Speech-Language Pathologist shall have the right to indicate those documents or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate to retain. Such documents shall be reviewed by the Superintendent or his/her designee, and if the Speech-Language Pathologist and the Superintendent or his/her designee agree that they are obsolete or otherwise inappropriate to retain, they shall be destroyed.
2. No material which is derogatory to a Speech-Language Pathologist's conduct, service, character or personality shall be placed in his/her personnel file unless the Speech-Language Pathologist has received a copy. The Speech-Language Pathologist shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed. (Signature of the copy does not imply agreement with the document's contents; it merely indicates that the document's contents have been viewed by the Speech-Language Pathologist and discussed.) A Speech-Language Pathologist also has the right to submit a written response to the document. Such responses will be reviewed by the Superintendent or designee and attached to the file copy.
3. The personnel file in the central office shall contain employment data, credentials, letters/notes of commendation or reprimand, evaluations, and other relevant information.

ARTICLE XII

LEAVES OF ABSENCE

A. Extended Leave of Absence

A leave of absence without compensation may be granted Speech-Language Pathologists for a period not to exceed one year. Requests for leave must ordinarily be submitted in writing to the Board of Education no later than March 1 during the school year preceding the year in which the leave of absence is desired. Requests received after March 1 may be granted provided, in the judgment of the Board, a suitable replacement can be found. Except in cases of emergency, the request for leave of absence must be submitted at least forty-five (45) days prior to the date upon which the requested leave is requested to begin and must contain the purpose and length of the proposed absence. Request shall be acted upon within a reasonable time, not exceeding forty-five (45) days. A copy of this leave provision shall be given to the employee when a leave is granted.

While on leave a Speech-Language Pathologist shall have the option to remain an active participant in the state retirement system and the health and dental insurance programs of the School District by paying the entire amount which would have been otherwise paid by such Speech-Language Pathologist and the School District.

An employee desiring to return from such leave shall give written notice of a desire to return to employment no later than **February 1** ~~March 1~~ of the year in which he/she is on leave. ~~and provided such written notice is given, such employee shall be restored to his/her former position or one of comparable status.~~ If the leave extends for a period of less than one year, the employee shall give ninety (90) days written notice of a desire to return from such leave at the end of the term thereof. ~~and provided such written notice is given, he/she shall be restored to his/her former position or to another vacant position for which the employee is qualified.~~ **Upon return to work, the district shall place the employee in his/her position or an equivalent position for which they are qualified. (Equivalent position as it relates to step, lane, and salary with equivalent pay, corresponding benefits and other terms and conditions of employment).**

Scheduled increments, salary adjustment, and other credits are not allowed for leaves of absence.

B. Short Leave Without Pay

The Superintendent of schools or designee may grant leaves of absence without pay to Speech Language Pathologists for personal reasons. Requests for leave without pay must be approved by the building administrator and must include the reason for the request. All applicable leave must be used before leave without pay is granted when/if applicable; i.e. all sick leave must be used before leave without pay is granted when sick.

C. Professional Leave

The Superintendent of schools or designee may approve a limited amount of professional leave, with or without pay, and with or without expenses, for attendance at meetings of local, state or national professional organizations, workshops, conferences and school visitations, subject to the following considerations:

- a. The leave is in the best interest of the Douglas School District and relates to the Speech-Language Pathologist's professional interests or leadership position in local, state or national educational organizations.
- b. The request for leave must be directly associated with educational activities.
- c. Applications must be submitted a minimum of seven (7) days in advance and must be approved by the building principal and the Superintendent of schools or designee.
- d. Approval for professional leave will be contingent on the availability of sufficient funds.

Priority will be given to professional leave applications of faculty members who:

- (1) Submit them first.
- (2) Hold local, state, and/or national offices in educational professional organizations.
- (3) Have not been granted professional leave in excess of five (5) days during the preceding three years.

Upon request of the Superintendent or designee, the employee shall file a report on the activities of the conference with any recommendations.

If a Speech-Language Pathologist holds a leadership position in a major state educational organization, he/she may be granted up to thirty (30) days of professional leave without pay during each twelve-month period. No expenses will be provided.

D. Sick Leave

Sick leave is provided all full-time and half-time certified Speech-Language Pathologists of the Douglas School District. Sick leave may be taken for personal illness, injury or other physical disability (including pregnancy-related disability) and for illness or death in the immediate family. Immediate family is defined as employee's spouse, mother, stepmother, father, stepfather, legal guardian, children, stepchildren, son-in-law, daughter-in-law, grandchildren, brother, stepbrother, brother-in-law, sister, stepsister, sister-in-law, aunts, great aunts, uncles, great uncles, nieces, nephews, grandparents, the parents/legal guardians and grandparents of the employee's spouse, an individual who is a permanent resident in the employee's home, and any person for whom the employee has specific legal responsibility.

~~Three (3) days of bereavement leave may be taken for death in the immediate family (as defined above). Bereavement leave will be granted per occurrence, and will not be accumulated. Sick leave may be taken~~

~~for extended bereavement leave.~~

Speech-Language Pathologists are required to immediately notify the personnel secretary when sick leave is needed. Whenever possible, they should also notify their immediate supervisor or building principal.

Upon returning from sick leave, the employee shall complete a sick leave application indicating the reason for the absence. The principal or Superintendent or designee may require a physician's statement concerning such absence.

All Speech-Language Pathologists under contract shall receive on the first day of service each year a total of twelve (12) days sick leave unless they are employed after the beginning of the school term, in which case the sick leave shall be prorated accordingly. These twelve (12) days or less shall represent all the Speech-Language Pathologist's sick leave for that year, subject to the accumulation provisions hereof.

If a Speech-Language Pathologist is released or leaves before the termination of the school year, the Speech-Language Pathologist shall be credited with only that portion of the twelve days determined by the fractional portion of completed service. The final contractual payment shall be reduced by the appropriate number of contractual days pay for any days used over the allotted number.

All unused days earned shall be added to the employee's sick leave reserve at the end of the fiscal year. An unlimited number of such sick days may be accumulated.

An employee who returns to the School District within three years after an absence, and who has not previously qualified for severance pay, shall have all of their previously earned and unused sick leave reinstated.

An employee who willfully violates or misuses sick leave provisions or who misrepresents any statement or condition of the policy shall forfeit all accumulated sick leave and any further right under the policy until reinstated in good standing by the Board of Education.

Upon approval of the Superintendent or designee, Speech-Language Pathologists may use a day of sick leave to attend the funeral of someone close.

E. Bereavement Leave

Three (3) days of bereavement leave may be taken for death in the immediate family (as defined above in "E. Sick Leave"), and will not be deducted from the employee's sick leave allocation. An employee who has exhausted all of their sick leave may request consideration

from the Superintendent or designee for two (2) additional days of bereavement leave, for a maximum of five (5) days. This request may be made for up to two (2) occurrences in a school year. Bereavement leave will be granted per occurrence, and will not be accumulated. Sick leave may be taken for extended bereavement leave.

F. Family and Medical Leave

Administration of family and medical leaves of absence will be governed by the provisions of the Family and Medical Leave Act. Reference [Board Policy GCBDE—Family and Medical Leave](#) and [Administrative Regulation GCBDE-R –Family and Medical Leave Procedures \(FMLA\)](#)

G. Worker's Compensation

An employee injured in an accident during duty hours must report the incident in writing to the immediate supervisor upon the occurrence of an injury or as soon thereafter as practicable.

1. An employee injured in the line of duty shall receive such compensation and expenses as prescribed by the Worker's Compensation Act of South Dakota.
2. All workers' compensation payments shall be retained by the employee. An employee who has elected to use sick leave and has sufficient leave to cover the time absent from work shall receive his or her regular salary less any amount received for compensation, up to, but not in excess of his or her regular daily rate of pay. Any sick leave used for the period covered by the worker's compensation shall be returned to the employee up to, but not in excess of the amount of the compensation payment.

H. Additional Use of Sick Leave (Court Appearance)

Each employee, upon the approval of the Superintendent or designee, may be granted the privilege of using a maximum of five days sick leave to cover absences due to a required appearance in a court of law, involving no moral turpitude on the part of the employee, in a case in which the employee is a party.

I. Personal Leave

Three (3) days of sick leave may be taken for personal reasons each year, ~~except to extend a scheduled school holiday, listed in Appendix "D", if approved a minimum of two days in advance. (preferably two days in advance) by the Superintendent of schools or his/her designee.~~ One (1) additional day of personal leave shall be granted each year to an employee in their 4th, 5th, 6th and 7th year of employment. No more than seven (7) personal leave days may be used in any one year with the exception of an employee taking an oral or written comprehensive examination to complete a degree.

- a. One day of personal leave may be used to extend a scheduled school holiday one time per year, with approval of the building principal.
- b. A second day of personal leave may be used to extend a holiday one time in a school calendar year upon approval of the Superintendent or designee.

- c. Leave may not be used on the first or last calendar day with students, to extend the Winter Holiday, or during Parent/Teacher Conference **Hours Days**.
- d. Use of personal leave is strongly discouraged during Inservice Days.
- e. Leave may not be requested more than 180 days in advance.

The Superintendent or designee may grant personal leave in emergency situations and the decision to do so is non-precedent setting nor grievable under the terms of this contract.

One (1) additional day of personal leave shall be granted to an employee who is on a professional growth plan with the District to take oral or written comprehensive examinations to complete a degree.

Personal leave cannot be accumulated.

J. Court Witness and Jury Duty Leave - Reference [School Board Policy GCBDC- Jury Duty Leave](#)

K. Military Leave - Reference [School Board Policy GCBDD - Military Leave of Absence](#)

L. Parental Leave

1. Upon written application to the Board a parental leave of absence without pay shall be granted to a Speech-Language Pathologist for the purpose of childbearing and/or child rearing. A Speech-Language Pathologist who is pregnant shall notify her principal in writing, accompanied by her physician's written statement with the approximate date of expected birth, at least forty-five (45) days prior to date leave is to begin. She shall indicate in the written notification (1) whether she wishes to apply for a parental leave of absence prior to the birth of the child or continue working until she is no longer able to do so, (2) the requested commencement day (may be approximated) of a leave request, and (3) the desired length of any requested leave.
2. A parental leave of absence shall be for a maximum period of one year. However, on written application made at least 45 days prior to the expiration of such leave, it shall be extended to the end of the current year.
3. A Speech-Language Pathologist shall be entitled to take a parental leave beginning at any time after the commencement of pregnancy, provided such Speech-Language Pathologist makes written application for such leave to the Superintendent of schools or designee, specifying the date such leave is requested to begin. Except in cases of emergency, the written application must be made at least thirty (30) days prior to the date on which her leave is requested to begin. Unless the written notification of pregnancy provided for in part 1 hereof has been given, such application shall contain the information required in part 1 hereof.
4. A pregnant Speech-Language Pathologist may continue in active employment as late into her pregnancy as she desires provided she is able to properly perform her required functions and duties. Physicians' statements may be required from time to time if the ability of the Speech-Language Pathologist to

properly perform her required functions and duties becomes questionable.

5. Within forty-five (45) days after childbirth, a Speech-Language Pathologist shall be entitled to use her sick leave not to exceed thirty (30) duty days.

The dates of such physical disability, exceeding thirty (30) duty days, for which payment under the sick leave policy is claimed shall be verified in writing by a doctor. Certification of physical disability shall not in any way be associated with the care of the child, but only with the Speech-Language Pathologist's inability to perform her contractual duties.

Within the forty-five day period, Speech-Language Pathologists qualifying for sick leave may also apply to use the Sick Leave Bank under the conditions described in Article XVII.

6. A Speech-Language Pathologist shall be entitled upon written request to use up to thirty (30) days sick leave for the purpose of child rearing to begin at any time between the birth of their child and one year thereafter. Additional days taken will be parental leave without pay. Except in case of emergency, a Speech-Language Pathologist desiring such leave shall make written application for such leave to the Superintendent or designee at least forty-five days prior to the date on which such leave is to begin.
7. A Speech-Language Pathologist adopting a child shall be entitled to use up to thirty (30) days sick leave for the purpose of child rearing (including time necessary to obtain custody of the child) to commence at any time during one year after receiving custody of said child. Additional days taken will be parental leave without pay. Except in an emergency or where the length of notification of receipt of custody does not permit, a Speech-Language Pathologist desiring such leave shall make written application for such leave to the Superintendent or designee at least forty-five (45) days prior to the date on which such leave is to begin.
8. The total number of sick days used for any teacher shall not exceed thirty (30) total days per occurrence.
9. A Speech-Language Pathologist who is granted a parental leave of absence shall have the following reemployment rights:
 - a. If a parental leave does not extend beyond ninety (90) days, such Speech-Language Pathologist shall be reassigned to his or her original position, or to a position of like status and pay, upon giving forty-five (45) days advance written notice to the Superintendent or designee.
 - b. If a parental leave extends beyond ninety (90) days, upon giving ninety (90) days advance written notice to the Superintendent or designee of his or her desire to return to active employment, such Speech-Language Pathologist shall be assigned to the first available vacant position for which he or she is qualified, provided that if more than one Speech-Language Pathologist has given such notice, the Speech-Language Pathologist giving notice at the earliest date shall be assigned to such vacant position. If no such position becomes vacant during that current year, such Speech-Language Pathologist shall be reassigned to his or her original position or to a position of like status and pay at

the commencement of the next school year.

10. Prior to return to employment from a parental leave, the Board may require that Speech-Language Pathologist's personal physician to certify that the Speech-Language Pathologist is both physically and mentally ready to resume her regular duties. The Board may request an additional physical examination at its expense by a physician of its own choosing.
11. If a parental leave is not for a period longer than one semester, reassignment shall be without loss of ordinary salary increments, but if such leave is for a longer period of time, such reassignment shall be without accumulation of such ordinary increments. While on leave a Speech-Language Pathologist shall have the option to remain an active participant in: (a) the state Speech-Language Pathologist retirement system by paying the entire amount which would have been otherwise paid by such Speech-Language Pathologist and the School District; (b) the health and dental insurance program by continuing cost sharing for the first twelve weeks and thereafter by paying the entire amount. The administration of parental leaves shall comply with the provisions of the Family and Medical Leave Act.
12. A Speech-Language Pathologist on parental leave of absence shall not be denied the opportunity to substitute in the School District by reason of the fact that she or he is on such leave of absence.

M. Sabbatical Leave

1. The Board of Education, upon the recommendation of the Superintendent or designee, may grant a sabbatical leave to qualified personnel for the purposes of study, travel, and for such other purposes as may be approved by the Board of Education.
2. Upon the recommendation of the Superintendent or designee, the Board of Education may grant a sabbatical leave to a contract employee who has been employed at least six (6) consecutive years, and who has not had a sabbatical leave during the six (6) years immediately preceding. The leave granted shall not exceed two semesters.
3. An employee on sabbatical leave shall receive as compensation during the period of absence one-half (1/2) of his/her regular scheduled salary, not to exceed one-half (1/2) of the master's degree maximum.
4. Compensation shall be paid at the same time as the other employees of his/her professional rank. An employee on sabbatical leave shall receive the scheduled increment and/or adjustments in salary the same as he/she would have received were he/she occupying his/her regular assignment.
5. While on leave a Speech-Language Pathologist shall have the option to remain an active participant of the state retirement system, and the health and dental insurance programs of the School District by paying the entire amount which would have been otherwise paid by such Speech-Language Pathologist and the School District.
6. The number of persons given sabbatical leave in any year shall not exceed two percent of the total number of the teaching staff; provided, however, that the actual number of persons given such leave

in any year shall depend upon the financial condition of the School District and the amount of funds available to finance the program. The number of leaves granted shall be distributed throughout the District. If the number requesting sabbatical leave exceeds the number of leaves available as determined by the Board, the selection shall be based upon:

- (a) The estimated value of the plan to the individual and to the District.
 - (b) The amount of seniority.
 - (c) The length of time since the last sabbatical leave.
7. An employee who receives a sabbatical leave shall agree to return to service with the Board of Education for a period of two (2) years. The employee who fails to return to the District upon completion of his /her sabbatical leave shall refund compensation paid to him/her during the leave.
 8. The employee, upon returning from sabbatical leave, shall be restored to his/her former position or to one of at least comparable status.
 9. The employee, upon return from sabbatical leave, shall make such reports as may be designated by the Superintendent or designee.

ARTICLE XIII **SICK LEAVE BANK**

Eligible Speech-Language Pathologists (including administrators and directors) employed in a Speech-Language Pathologist position working a minimum of half time and at least 6 months a year who are in their second consecutive contracted year of employment by the District will be given the opportunity to enroll in a voluntary sick leave bank under the following conditions and provisions:

- A. Each participating Speech-Language Pathologist shall contribute one day of his/her sick leave per year for the first three years of participation and one-half day per year for each successive year to the bank. The deadline for sick leave bank enrollment shall be on September 15 of the employee's year of eligibility. Eligible Speech-Language Pathologist declining to become participants in the bank in any given year, shall be ineligible for participation later. Once enrolled in the sick leave bank, the employee will remain an active member with automatic deductions made from their sick leave account each year unless requested in writing to the Personnel Office to be dropped from the bank.
- B. When the total balance of days in the bank exceeds 600 days, members will not be deducted the one-half day per year after the first three years.
- C. This pool is for the protection of individual participating Speech-Language Pathologist employees whose personal long-term extended illness or disability causes an absence from regularly assigned duties. The absence must extend more than five (5) duty days beyond the number of sick leave days, which an individual participating Speech-Language Pathologist has accumulated. There shall be only one five (5) day waiting period per illness or disability. (The five (5) days need not be consecutive.) Use of this pool will begin on the sixth duty day after an individual's accumulated sick leave days have been

exhausted, at which time the participating Speech-Language Pathologist may draw up to 30 days of sick leave from the bank. Use of pool days by participants shall not be limited to the school year in which the long-term extended illness or disability began.

- D. The dates of personal physical disability as defined in Article XVI, Section E, for which payment under the sick leave bank is claimed shall be verified by a doctor.
- E. Administration of the bank will be handled by the District Personnel Office. All requests for use of the sick leave bank must be submitted in writing to the Personnel Manager and must be approved by the Superintendent of Schools or designee. The request must be supported by a written statement from the Speech-Language Pathologist's personal physician that states the specific long-term extended illness or disability causing the absence and the duration of the absence. The absence for which pool days are requested must be of such nature that absence is unavoidable during the school year and absence from duties is necessitated. Should loss of pay inadvertently occur through late notification, such loss shall be restored in the next pay period following approval of the request for use of pool days.
- F. Employees withdrawing days from the bank are not required to replace these days except as a regular contributing member in the bank. An employee resigning, retiring, withdrawing from membership in the bank or declining to make contributions as required shall not be able to withdraw previously contributed days.
- G. 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 is ended for that year. Unused days in the bank shall be carried over to the next succeeding school year.
- H. Remuneration from the bank shall be based on the per diem rate for the individual participant for the applicable school year as computed under Article VIII, Section C of this Agreement.
- I. The Business Manager shall conduct an annual audit of the sick leave bank.
- J. A classified employee who is a qualified member of the classified employee sick leave bank and moves to a certified position, may join the certified sick leave bank at the same standing as when he/she left the classified sick leave bank.

ARTICLE XIV **INSURANCE PROGRAM**

A. Health and Life Insurance

The Board of Education shall provide a group hospitalization and surgical insurance plan for all eligible Speech-Language Pathologists electing to be covered by such insurance, the coverages and terms of such insurance plan to be mutually agreed upon by the Douglas Education Association and the Board of Education.

For those employees electing to be covered, such plan shall include: \$10,000 term life insurance

coverage for employees, \$6,000 for employee's spouse, and \$2,000 for each dependent child; or the employee may elect to increase such coverage to \$30,000 term life insurance coverage for employees. However, the cost of such increased coverage will be at the employee's expense.

The contribution of the Board to such insurance plan shall be \$599 per month for a family (employee and qualified dependents) plan, \$599 per month for a single (employee only) plan, \$599 for an employee + dependent(s) plan, and \$599 for an employee + spouse plan. If any plan costs less than the \$599 the Board contributes, the remaining amount shall be contributed to an eligible Health Savings Account (HSA) if available. No employee shall receive a combined benefit for health insurance and a contribution to an eligible HSA that is greater than \$599 per month. All employees shall be free to elect the family plan, employee + dependent(s) plan, employee + spouse plan, the single plan, or may elect to have no coverage under the plan.

B. Dental Insurance

The Board of Education agrees to provide group dental insurance for each full-time and half-time employee (single coverage). Individual employees shall have the option of adding dependent coverage at their own expense, by completing in writing an authorization for payroll deduction.

The coverage and terms of the group dental plan shall be determined by the Board of Education and shall be set forth in the Master Policy on file in the District Business Office.

ARTICLE XV

SEPARATION PROGRAM

SEVERANCE PLAN

- A. Upon retirement or upon death (having reached the age provided herein and having the corresponding number of years of employment), such Speech-Language Pathologists will be paid for one-half of their accumulated sick leave.
- B. Any Speech-Language Pathologist (as designated above) having reached the minimum age of forty-five (45) years and having been employed in the Douglas Schools for the minimum of ten (10) years shall be paid one-half of his or her accumulated sick leave upon terminating his or her employment in the Douglas Schools. If resignation occurs during the school year, such resignation must be appropriately approved.
- C. The amount of sick leave pay under this policy will be determined by the average of the employee's daily rate of pay over the five-year period immediately preceding retirement. Such payment will be made with the final check following the effective date of retirement.

VOLUNTARY SEPARATION PLAN

- A. Full-time Speech-Language Pathologists, upon written application and approval by the Superintendent or designee, may participate in a voluntary separation program. In case of death, where the individual qualifies and has been approved for voluntary separation, all benefits will be paid according to Board Policy and/or Negotiated Agreement in one lump sum.
1. The total amount of voluntary separation benefits paid in any one fiscal year shall not exceed 2% of the budget for certified instructional salaries in that year.
 2. In the event applications exceed funds available under the 2% limitations, consideration for voluntary separation benefits will be based upon 1) years of service at Douglas School District, 2) Authorization to Hire date, 3) highest level of education, and finally 4) the date the application is received by the board secretary or his/her designee.
 3. Should there be undistributed funds available, but not in excess of the 2% of the budget for certified instructional salaries in that year, the sum may be offered as a Voluntary Separation benefit to the next qualified applicant, as per B1 and B2 below.
 4. Should extra funds be made available after the application submission date, consideration will be given to applicants through a first come/first serve scenario with preference to those who meet the seniority years of service requirement.
- B. Program Eligibility and Provisions
1. Eligible employees must have at least thirty (30) years of service in the District. The calendar year applicable to this policy shall be from July 1 through June 30.
 2. Applications must be submitted in writing by September 1 of the elected school year of separation and the Board will approve voluntary separation applications at the next Board Meeting. Approval of an employee's application for the voluntary separation program will be considered a voluntary resignation and termination of the employee's continuing contract. If an applicant is not approved for voluntary separation, they may, in writing to the Board, recall the application no later than January 1.
 3. Program benefits will be paid as follows:
After applying a, one of the following options (b, c, or d) is to be selected by the employee:
 - a. If deemed eligible for the SDRS Special Pay Plan, the maximum amount eligible will be deposited into the SDRS Special Pay Plan. To be eligible, each of the following provisions must apply:
 - i. An employee is age 55 or has reached the first day of the calendar month prior to the employee's 55th birthday; and
 - ii. An employee is receiving special pay of \$600 or more.
 - b. Any funds not eligible for the SDRS Special Pay Plan may be deposited into the SDRS Supplemental Retirement Plan and/or an eligible 403b with the final payment of the elected

year of separation. Any remaining funds (greater than the amount deposited into a and b above) will be paid in a single payment included in the final payment of the elected year of separation; OR

- c. Any funds not eligible for the SDRS Special Pay Plan may be paid in a single payment on January 21 during the school year following the elected year of separation; OR
- d. Any funds not eligible for the SDRS Special Pay Plan may be paid in a single payment on January 21 during the three (3) school years following the elected year of separation;
4. Employees on leave of absence, excluding those leaves that are related to personal illness, are not eligible to participate in this program.
5. Only Speech-Language Pathologists reimbursed on the salary schedule contained in this agreement (Appendix "A") are eligible.
6. Employees hired for the 2017-18 school year and thereafter are not eligible for this program.
7. Employees must notify the Business Office of choice b, c, or d by April 1.

C. Payment Formula

The voluntary separation payment is calculated by taking 5% of the current salary multiplied by the number of full years (up to a maximum of twenty years) service in the District. "Current Salary" shall be defined as the annual salary for Speech-Language Pathologist full-time positions as defined by the salary schedule (Appendix "A"). "Current Salary" does not include extra-duty pay, contract extensions, or other payments above the amounts specified by the salary schedule. The maximum amount of payment eligible for this program is limited to \$60,000 per employee.

ARTICLE XVI

SALARY AND SPEECH-LANGUAGE PATHOLOGIST CLASSIFICATION

A. Salary Schedule - General Provisions

1. The salary schedule shall be in accordance with the attached Appendix A. All Speech-Language Pathologists shall be paid in accordance with the provisions of Appendix A. **New base is \$65,450.**
2. Individuals will be placed on the schedule at the levels warranted by their training, experience, position, and classification, which may include area of specialization pay. Changes in assignment during the school year shall result in corresponding salary adjustments appropriate to the new position.
3. With respect to the annual automatic incremental increases as set forth in the salary schedule, a Speech-Language Pathologist must work for at least eighty-five (85) work days in the Douglas Schools to be entitled to the incremental increase for the following year.
4. The deadline for submitting transcripts for lane changes is June 30 effective the following school year. The documents must be in the Personnel Office by June 30th so that payroll adjustments can be made.

5. Speech-Language Pathologists possessing a bachelors or higher degree who do not qualify for a regular South Dakota Speech-Language Pathologist's License and are issued a "limited" license, will receive two hundred (\$200) less than the amount specified on the basic schedule.

B. Experience Increments

1. Speech-Language Pathologists new to Douglas School District may receive up to seven (7) years of credit on the salary schedule for approved experience outside the school district. Partial years of experience may be combined to qualify for a full year of experience. In addition a single partial year, consisting of at least eighty-five (85) worked days may be counted as a full year of experience. Additional credit will be granted for any previous experience acquired in the Douglas School District not to exceed a total of seven (7) years experience credit. Retire/rehire Speech-Language Pathologists begin at Step 0.
2. Previous experience for which credit is given from districts other than Douglas must be verified by the Speech-Language Pathologist.
3. New employees receiving extra - duty allowances identified in Appendix B may be granted a maximum of 7 years credit on the schedule for comparable prior experience. Verification of experience is the responsibility of the employee.

C. Master's Plus Thirty / Master's Plus Forty-Five Requirements

1. To qualify for the Master's Plus Thirty / Forty-Five semester hours allowance, one half of all hours taken after July 1, 1989, must be graduate. All hours must be taken subsequent to receiving the Master's Degree and must be approved by the Superintendent or designee in terms either of the candidate's assignment and major responsibility or in terms of anticipated staffing needs of the School District.
2. Programs proposed by individuals currently employed by the Douglas School District must be reviewed and approved in advance by the Superintendent or his designee to be sure they can be recognized.
3. Credit earned through participation in in-service programs financed by the School District do not count toward the Master's Plus Thirty or Master's Plus Forty-Five status on the salary schedule.
4. Credit earned after July 1, 2001, for MA+45 employees in the Ed. Spec Degree or Masters +45 column will be reimbursed up to MA+60 hours as per Article XVI, Section F.
5. For Speech-Language Pathologists, 1 CEU equals 10 contact hours and 15 contact hours equal 1 credit hour; therefore 1.5 CEUs will equal 1 credit hour for advance placement on the salary schedule.

D. Areas of Specialization Pay (PROFESSIONAL GROWTH PLANS)

1. To receive any area of specialization pay, an employee must have a previously approved Professional Growth Plan. This plan should be submitted on Form S-196 and include:
 - a. The overall objectives.
 - b. How the above objectives relate to his or her employment in the Douglas School District.

- c. The courses and credit hours proposed to be taken.
 - d. The majors or minors obtained or affected by the additional credits.
 - e. The institution to be attended to obtain this training and/or the next higher degree.
2. Staff members who have received area of specialization pay in previous years must include all previously approved courses for area of specialization pay in their plan.
 3. In previously approved areas of specialization, professional employees may earn \$50.00 per semester hour. Payment will be made only when ten (10) semester hours have been accumulated beyond the Bachelors or Masters degree. Payment for hours acquired beyond the initial ten (10) will be accumulated and paid annually.

Staff members who have received previously approved area of specialization pay and have attained the next highest degree, may continue their plan without interruption of payment as long as courses to be taken were previously approved.

Within the first forty-five (45) days of employment, new staff may submit a Professional Growth Plan including previously earned credits beyond the date of their degree. Acceptance of such credits will be at the discretion of the Superintendent or designee.

4. The accumulated amount will be added to the employee's contract each year until qualifying for the next higher degree. Area of specialization pay shall never exceed the amount of the next highest degree.
5. Payment for area of specialization pay will be made in lump sum payments. Payments will be made on the 7th of October for those courses taken and submitted on official transcript to the Personnel Office by August 31st. Payment will be made on the 21st of June for those courses submitted on official transcript to the Personnel Office by the last day of school. (Such courses must be approved by the Superintendent or designee.)
6. When the School District expends funds for in-service programs and credit is earned by participants, such hours will not qualify for area of specialization pay.
7. **Effective July 1, 2024, Douglas School District will begin phasing out the Area of Specialization (AOS) program.**
 - a. **Employees who have already been approved for AOS payments will continue to receive their payments as per the existing policy for a period not to exceed 4 years (2027-2028 School Year).**
 - b. **Employees currently enrolled in qualifying courses and who have already included these courses on an existing Professional Growth Plan will receive AOS**

payments as per the existing policy for a period not to exceed 4 years (2027-2028 School Year).

- c. Only NEW coursework will be added to EXISTING Professional Growth Plans for a period of not longer than 4 years. The deadline to submit transcripts is June 30, 2028.
- e. No NEW Professional Growth Plans for AOS payments will be accepted after June 30, 2024.
- f. Employees hired for the 2024-2025 School Year and thereafter are not eligible for the AOS Program.
- g. ALL employees enrolled in an active Professional Growth Plan must submit an AOS Finalization Plan before June 30, 2025 that details the employee's intended progression to the next lane (if applicable). Employees on the Bachelor's lane who do not intend to progress to the Master's Lane or further may request an exemption on the AOS Finalization Plan. Employees already on M45 +15 are not required to submit any additional information.
- h. Acceptance of any credits will be at the discretion of the Superintendent of Schools or designee.
- i. A new AOS M45 Step 13 will be created. Only current participants in the AOS Program (as of June 30, 2024) will be considered for eligibility on AOS M45 Step 13 under the circumstances outlined below. As per the Salary Schedule, each step is \$750. Any employee moving as described below will have current AOS pay removed from their contract:
 - 1. Employees on M45, Step 12 who have earned 15 additional AOS credits will be placed on AOS M45 Step 13.
 - 2. Employees on M45, Step 12 who are NOT yet on Step 12 but who have earned 15 additional AOS credits will be given TWO steps for the 2024-2025 School Year (one step for AOS Pay and one step for movement) and will be eligible for AOS M45 Step 13 when they reach that benchmark.
 - 3. Employees on M45, Step 12 who have NOT yet earned 15 additional AOS credits will be given a period, not to exceed 4 years (2027-2028 School Year) to complete all credits necessary to qualify for AOS M45 Step 13 movement. At

the time all necessary credits are earned, individuals will be placed on AOS M45 Step 13.

4. Employees on M45 who are NOT yet on Step 12 and who have NOT yet earned 15 additional AOS credits will be given a period, not to exceed 4 years (2027-2028 School Year) to complete all credits necessary to qualify for AOS M45 Step 13 movement. At the time all necessary credits are earned, individuals will be given TWO steps the following contract year (one step for AOS Pay and one step for movement) and will be eligible for AOS M45 Step 13 when they reach that benchmark.
5. Employees on M45 who have not completed all 15 AOS credits prior to the end of the 4-year period (2027-2028 School Year) will have current AOS pay removed from their 2028-2029 contract and will not be eligible for AOS M45 Step 13.
6. Employees not yet on the M45 Lane will be given a period, not to exceed 4 years (2027-2028 School Year) to complete all credits necessary to qualify for AOS M45 Step 13 movement, including lane movement. At each lane change, previous AOS payment will be removed from the contract, and the employee will start accumulating credits again at each new lane. Employees who have not completed all credits necessary prior to the end of the 4-year period (2027-2028 School Year) will have any AOS pay removed from their 2028-2029 contract and will be eligible for AOS M45 Step 13 if/when they reach that benchmark.

Employees are encouraged to consult with the Personnel Office for further clarification or assistance regarding the phasing out of the AOS program.

E. Academic Study/Tuition Reimbursement Program: Using a portion of the savings from the AOS Program, the District will set up a new account and process to encourage Employees to advance their education toward a new lane/degree. Employees may only be enrolled in one program (current AOS Program OR new Academic Study/Tuition Reimbursement Program) at a time.

1. A pool of \$5,000 will be allotted to academic study/tuition reimbursement for the 2024-2025 school year.
2. 2024-2025 classes eligible for reimbursement will be Summer 2024, Fall 2024 and Spring 2025.

3. **Classes must be part of an advanced degree program (Masters, Specialist, or Ed. D) or part of an approved program toward obtaining additional certification (mutually agreed upon as beneficial to staff member and the district).**
4. **A copy of the teacher's program or plan of study will be filed with the Superintendent.**
5. **The teacher will complete an "Academic Study/Tuition Reimbursement" form prior to enrolling in the course.**
6. **Copies of the transcripts or grade cards will serve as proof that classes were successfully completed.**
7. **Reimbursement requests will meet the following criteria:**
 - a. **Transcripts must be submitted by May 31st for reimbursement on June 30th.**
 - b. **Reimbursements will be based upon the number of hours taken by all staff. (i.e. Cumulative staff hours taken = 50; \$5,000 pool / 50 hours = \$100/credit hour reimbursement.)**
 - c. **Reimbursement will not exceed \$150/credit hour.**
 - d. **Each credit hour will only be reimbursed one time.**

F. Payment of Salary

Payroll distribution will be made on a 10 or 12-month schedule. Whichever pay distribution is chosen will be irrevocable until the following year's contract. All payroll distributions will be deposited automatically into the employee's designated account.

If the 7th or 21st of the month falls on Saturday or Sunday, salary payment should be made on the Friday before. If the 7th or 21st falls on a holiday, salary payment should be made on the day before.

G. Extra Duty Contract Payments

Extra duty contract payments will be paid as part of the employee's elected semi-monthly contractual amount. However, at the time the contract is signed, individuals may elect to receive a lump sum payment. Such payment will be issued upon verification of the completion of the extra-duty assignment by the appropriate administrator.

ARTICLE XVII

MILEAGE

Speech-Language Pathologists who may be assigned to more than one building and are required to use their own vehicles for such travel, and Speech-Language Pathologists on approved professional leave allowed for travel, shall be paid mileage for such travel at the rate established in Board of Education [Policy GCLA](#).

ARTICLE XVIII

STUDENT DISCIPLINE AND SPEECH-LANGUAGE PATHOLOGIST PROTECTION

A. Assault Upon Speech-Language Pathologists

1. Speech-Language Pathologists shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor. Such report shall be reduced to writing by the Speech-Language Pathologist as soon as reasonably possible.
2. Such notification shall be immediately forwarded to the Superintendent or designee, and following the incident, the Superintendent or designee, and the Speech-Language Pathologist shall comply with any reasonable request from the other for information in their possession relating to the incident or the persons involved.

B. Disruptive Students

1. When, in the judgment of a Speech-Language Pathologist, a student is by his behavior seriously disrupting the instructional program to the detriment of other students, the Speech-Language Pathologist may send the student from the classroom and refer him /her to the principal, or his/her designee, together with a statement of the reason for such referral. In such cases, the Speech-Language Pathologist shall confer on the same day with the principal or his/her designee who, if necessary, shall arrange as soon as possible, and under normal circumstances not later than the conclusion of the following day, a conference between himself/herself and the Speech-Language Pathologist and any other appropriate persons to discuss the problem and to decide upon appropriate steps for its resolution.

ARTICLE XIX

MATTERS NOT COVERED

With regard to matters and Board policies not covered by this agreement, it is understood that such matters and policies are management prerogatives which may be continued, discontinued or changed by the sole discretion of the Board.

ARTICLE XX

MISCELLANEOUS PROVISIONS

A. Savings Clause

If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. In that event the parties to this agreement shall meet immediately and negotiate a substitute provision.

**DOUGLAS SCHOOL DISTRICT
SPEECH-LANGUAGE PATHOLOGIST
2024-25 APPROVED SALARY SCHEDULE**

<u>Exp. Step</u>	<u>Masters Degree</u>	<u>Masters Plus 30</u>	<u>Ed Spec Degree or Masters +45</u>
0	\$65,450	\$70,450	\$75,450
1	\$66,200	\$71,200	\$76,200
2	\$66,950	\$71,950	\$76,950
3	\$67,700	\$72,700	\$77,700
4	\$68,450	\$73,450	\$78,450
5	\$69,200	\$74,200	\$79,200
6	\$69,950	\$74,950	\$79,950
7	\$70,700	\$75,700	\$80,700
8	\$71,450	\$76,450	\$81,450
9	\$72,200	\$77,200	\$82,200
10	\$72,950	\$77,950	\$82,950
11	\$73,700	\$78,700	\$83,700
12	\$74,450	\$79,450	\$84,450
AOS13			\$85,200

EXTRA - DUTY AND OTHER ALLOWANCES

The following conditions govern the extra-duty allowances identified below:

1. Extra - duty allowance shall be considered negotiated through the 2024-25 school year.
2. A maximum of seven (7) years out-of-district experience may be granted to new employees for comparable experience. Verification of experience is the responsibility of the employee.
3. All supervising personnel are expected to properly identify and distribute materials and equipment to student participants and to keep an accurate accounting of who has such materials and equipment. At the termination of that activity, the supervising personnel are to collect materials and equipment within two (2) weeks after the termination of the activity. At that time, they shall also submit an inventory of materials and equipment with a purchase order request for additional or replacement materials for the ensuing year.
4. Extra - duty contract payments will be paid as part of the employee's elected semi-monthly contractual amount. However, at the time the contract is signed, individuals may elect to receive a lump sum payment. Such payment will be issued upon verification of the completion of the extra - duty assignment by the appropriate administrator.
5. *Competitive Dance and *Competitive Cheer contracts will stipulate they have separate practices or a different coach than Football and Basketball Cheer.

COMPENSATION FOR ATHLETIC / ACTIVITY FUNCTIONS

Certified staff who assist at athletic/activity functions shall be paid at the following rates:

Middle School - \$15.00 per hour

High School - \$15.00 per hour

Intramurals - Moved to Category 8 (minimum of 35 hours)

All certified staff shall be given an opportunity to assist at these functions before assignments are made.

CATEGORY 8 – INTRAMURALS

The following are considered "Intramurals" and will be reimbursed on Appendix B – Category 8:

1. Elementary Basketball (Girls)
2. Elementary Basketball (Boys)
3. Elementary Volleyball (Girls)
4. 6th Grade Basketball (Girls)
5. 6th Grade Basketball (Boys)
6. 6th Grade Volleyball (Girls)

To be reimbursed as an intramural coach, the coach must spend at least 35 hours with students during the "season".

APPENDIX "B"

2024-25

High School, Middle School, Elementary

Exp	CAT 0	CAT 1	CAT 2	CAT 3	CAT 4	CAT 5	CAT 6	CAT 7	CAT 8
	13.20%	11.40%	8.20%	6.40%	5.95%	4.55%	3.65%	3.20%	2.30%
0	\$6,989	\$6,036	\$4,342	\$3,389	\$3,151	\$2,409	\$1,933	\$1,694	\$1,218
1	\$7,088	\$6,122	\$4,403	\$3,437	\$3,195	\$2,443	\$1,960	\$1,718	\$1,235
2	\$7,187	\$6,207	\$4,465	\$3,485	\$3,240	\$2,477	\$1,987	\$1,742	\$1,252
3	\$7,286	\$6,293	\$4,526	\$3,533	\$3,284	\$2,512	\$2,015	\$1,766	\$1,270
4	\$7,385	\$6,378	\$4,588	\$3,581	\$3,329	\$2,546	\$2,042	\$1,790	\$1,287
5	\$7,484	\$6,464	\$4,649	\$3,629	\$3,374	\$2,580	\$2,070	\$1,814	\$1,304
6	\$7,583	\$6,549	\$4,711	\$3,677	\$3,418	\$2,614	\$2,097	\$1,838	\$1,321
7	\$7,682	\$6,635	\$4,772	\$3,725	\$3,463	\$2,648	\$2,124	\$1,862	\$1,339
8	\$7,781	\$6,720	\$4,834	\$3,773	\$3,508	\$2,682	\$2,152	\$1,886	\$1,356
9	\$7,880	\$6,806	\$4,895	\$3,821	\$3,552	\$2,716	\$2,179	\$1,910	\$1,373
10	\$7,979	\$6,891	\$4,957	\$3,869	\$3,597	\$2,750	\$2,206	\$1,934	\$1,390
11	\$8,078	\$6,977	\$5,018	\$3,917	\$3,641	\$2,785	\$2,234	\$1,958	\$1,408
12	\$8,177	\$7,062	\$5,080	\$3,965	\$3,686	\$2,819	\$2,261	\$1,982	\$1,425

Extra-duty salary will be based on the same step of the Bachelor column of the adopted salary schedule as years of experience in coaching, i.e.

If a teacher has no experience in that activity he/she will be placed on Step 0; one year of experience will be placed on Step 1; etc.

Category 0

- A - HS Hd Football
- B - HS Head Track
- C - HS Head Wrestling
- D - HS Head Basketball
- E - HS Head Volleyball

Category 4

- A - MS Drill Team
- B - HS Chorus
- C - HS Hd FB Cheerleading
- D - HS Hd BB Cheerleading
- E - Oral Interpretation
- F - HS Student Council
- G - MS Drama Fall Play
- H - MS Drama Spring Play
- I - HS Asst Drama Fall Play
- J - HS Asst Drama Spring Play
- K - Asst One Act Play
- L - HS Asst Debate

Category 1

- A - HS Hd Golf Fall
- B - HS Hd Golf Spring
- C - HS Band
- D - HS Hd Cross Country
- E - Competitive Dance
- F - Competitive Cheer
- G - HS Head Soccer
- H - AFJROTC
- I - HS Drama Fall Play
- J - HS Drama Spring Play
- K - One Act Play
- L - HS Hd Debate

Category 5

- A - MS Asst Football
- B - MS Asst Wrestling
- C - MS Asst Track
- D - HS Newspaper
- E - MS Asst Volleyball
- F - MS Asst Basketball
- G - MS Asst Cross Country

Category 2

- A - HS Asst Football
- B - HS Asst Basketball
- C - HS Asst Cross Country
- D - HS Asst Wrestling
- E - HS Asst Track
- F - HS Asst Volleyball
- G - HS Asst Soccer

Category 6

- A - ES Chorus
- B - MS Chorus
- C - MS Band
- D - MS Asst Drama Fall Play
- E - MS Asst Drama Spring Play
- F - HS Asst Fall Cheerleading
- G - HS Asst BB Cheerleading
- H - MS Asst Cheerleading
- I - HS Asst Dance

Category 8

- A - ES Asst Chorus
- B - MS Asst Chorus
- C - Intramurals (35 Hrs Min.)

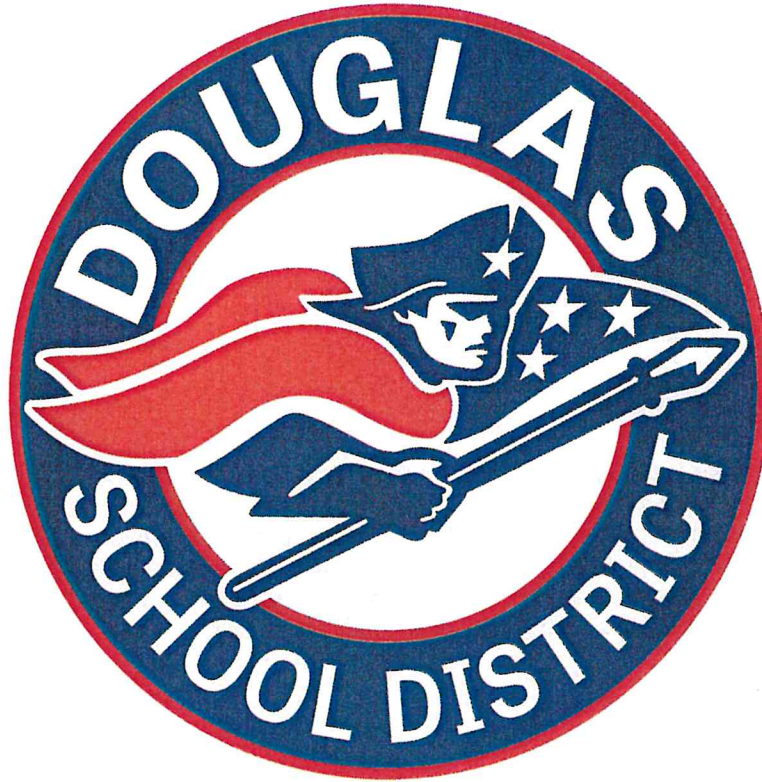
Category 3

- A - MS Hd Football
- B - MS Hd Basketball
- C - MS Hd Wrestling
- D - MS Hd Track
- E - MS Hd Volleyball
- F - MS Hd Cross Country
- G - HS Hd Drill Team
- H - HS Annual Advisor

Category 7

- A - HS Knowledge Bowl
- B - MS Knowledge Bowl
- C - MS Student Council
- D - MS Newspaper
- E - MS Annual
- F - National Honor Society
- G - Youth 2 Youth
- H - HS/MS Robotics Advisor
- I - HS Asst Student Council
- J - MS Math Counts

DOUGLAS SCHOOL DISTRICT 51-1



2024-25

**CLASSIFIED EMPLOYEES
HANDBOOK**

Discrimination Prohibited

Equal Opportunity Employment

It is the policy of the Douglas School District 51-1 that no employee shall be discriminated against on the basis of race, color, creed, religion, age, sex, gender, pregnancy, gender identity, sexual orientation, disability, national origin, ancestry or veteran status in any program, service or activity for which the Douglas School District is responsible as required by Title IX, Public Law 93- 112, Section 504, and other state and federal laws. Every available opportunity will be taken to assure that each applicant for a position is selected on the basis of qualifications, merit and ability.

Title IX Policy Notification Statement

The Douglas School District does not discriminate in its employment policies and practices, or in delivery of its educational programs or services on the basis of race, color, creed, religion, age, sex, gender, pregnancy, gender identity, sexual orientation, disability, national origin, ancestry or veteran status.

Concerns regarding Title IX of the Education Amendments of 1972 should be directed to ~~Mr. Bud Gusso~~, Executive Director of Operations & Support Services, Douglas School District 51-1, 400 Patriot Drive, Box Elder, SD 57719 (605) 923-0000.

Inquiries concerning the applications of Title VI Civil Rights Act of 1964 may be referred to the Executive Director of Secondary Academics, Douglas School District 51-1, 400 Patriot Drive, Box Elder, SD 57719. (605) 923-0000. Section 504 of the Rehabilitation Act of 1973, as amended, may be referred to the Director of Special Education Services, Douglas School District 51-1, 421 Don Williams Drive, Box Elder, SD 57719 (605) 923-0013.

For additional information contact Office for Civil Rights, U.S. Department of Education, Office for Civil Rights, 1010 Walnut Street, 3rd Floor, Suite 320, Kansas City, Missouri 64106. Phone: (816) 268-0550; TDD: (800) 877-8339; Fax: (816) 268-0599. Email OCR.KansasCity@ed.gov

TABLE OF CONTENTS

CHANGE IN EMPLOYMENT STATUS	4
EMPLOYMENT, REEMPLOYMENT AND SALARY SCHEDULE PLACEMENT	2
INCLEMENT WEATHER	16
INSERVICE TRAINING PARTICIPATION	16
INSURANCE PROGRAM	15
LEAVE POLICIES	7
Annual Leave	7
Bereavement Leave	11
Flex Time	14
Leave of Absence	9
Leave without Pay	9
Paid Holiday	8
Parental Leave	13
Personal Leave	12
Sick Leave	9
Sick Leave Bank	10
LUNCH AND COFFEE BREAK SCHEDULE	6
MILEAGE	20
OVERTIME COMPENSATION	6
PAYMENT OF SALARY	5
RETIREMENT BENEFITS AND SEVERANCE PAY	14
SERVICE FACTOR (LENGTH OF EMPLOYMENT)	16
STAFF COMPLAINTS AND GRIEVANCE PROCEDURE	17
WORKER'S COMPENSATION	14
APPROVED CLASSIFIED SALARY SCHEDULE 2024-25 - APPENDIX A	21

The term “days”, except where otherwise provided in this handbook, shall refer to calendar days.

I. EMPLOYMENT, REEMPLOYMENT AND SALARY SCHEDULE PLACEMENT - APPENDIX A

An employee new to the Douglas School District shall be placed on the lowest step (base) of the scale. The Superintendent may amend this for “high need” areas. Increases in salary will be effective with the anniversary date of employment.

Employees moving to a higher paying scale will move to the step closest to what they were earning previously, but not less. If the step closest to what they were earning previously provides less than a 15 cents per hour increase, the employee will move to the next higher step. Those moving to a higher paying classification in a comparable position will be given experience credits if they worked for nine months or more, 6 1/2 hours or more per day, in a given year.

When experience steps on the Salary Schedule are given, all classified staff will receive their increase on July 1.

A. MEDICAL EXAMINATION

Douglas School District may require each employee to submit a pre-employment certification of health signed by a licensed physician, nurse practitioner, certified nurse midwife, or physician's assistant within ten (10) days after first being employed. The certification shall include a statement that there is no evidence of physical condition that would endanger health, safety or welfare of the pupils in the initial examination.

Warehouse and Buildings & Grounds personnel (new hires) shall be required to pass a designated examination paid for by the district.

If at any time there is reasonable cause to believe that an employee is suffering from an illness detrimental to the health of the pupils, the school board may require a new certification of health. The expense of obtaining additional certifications of health will be borne by the school district.

An employee of the school district who is not able to return to duty on the day following fourteen (14) days of illness or injury may be required to present a certificate of ableness to the supervisor upon return to work. This certificate shall be made out by a physician authorized to practice medicine under the laws of the State of South Dakota.

An employee who has been absent because of a nervous disorder must present a satisfactory report from a physician authorized to practice medicine under the laws of the state. In addition, the employee may be required to provide a medical report secured from the school district's designated physician at the expense of the school district.

B. EVALUATION

Employees will be evaluated by the hiring supervisor using input from other appropriate supervisory staff. Evaluations must be discussed with the employee. The district evaluation process (Board Policy GDN) will be used for all classified employees as follows:

1. New employees will be evaluated during or at the end of the first ninety (90) days; and

2. Employees will be evaluated every other year unless their performance is considered less than satisfactory by their supervisor. In this case, evaluations will be conducted as deemed necessary by the supervisor.

A copy of the written evaluation will be given to the employee and to the Superintendent's Office. The original will be placed in the supervisor's files.

Each formal written evaluation will be accompanied by a conference between the supervisor and the supervisee. Supervisee shall acknowledge that he/she has had the opportunity to review by affixing his/her signature and date to the copy to be filed. Said signature does not imply agreement with the contents. It indicates the evaluation has been viewed by the support staff member and discussed.

The supervisor may request the supervisee to complete a self-evaluation prior to the formal evaluation. If a self-evaluation is requested, it is recommended that the regular evaluation form be utilized for that purpose.

C. NOTICE OF INTENT

All classified employees whom the district has chosen to reemploy will be given written notice by July 1 of each year with the reasonable assurance or notice of intent to rehire for the next school year.

D. REEMPLOYMENT

Employees who resign and are rehired for employment within a period of one year will, if reemployed in the same position, be placed on the salary schedule step held at the time of resignation. Former employees who are reemployed after a period of one year may be given credit not to exceed two years on the salary schedule upon recommendation by the hiring supervisor. An employee who resigns/retires and receives a payout for severance pay or any retirement payout will be placed on step 1 if they return.

An employee re-employed three years or less after resigning shall have reinstated any sick leave days, which remained at the time of the resignation.

E. RESIGNATION

An employee resigning for any reason must notify his/her supervisor as far in advance as possible. A minimum of fourteen (14) days notice is required in writing except in those instances where hardship would be imposed on the employee. Upon termination an employee's salary will be calculated based on the last day worked.

F. SUBSTITUTES

Substitutes will receive 95% of the beginning wage scale of the position they are replacing.

Regular employees who substitute will be paid at their regular rate of pay or substitute pay if that rate is higher.

G. STUDENT EMPLOYMENT

Students employed by the district will be paid at least at state minimum wage.

II. CHANGE IN EMPLOYMENT STATUS

A. ASSIGNMENT

“Assignment” is defined as a change of position or responsibility initiated by the Superintendent or designee that may additionally change the employee’s building, classification, or assigned administrator for evaluation.

The Superintendent or designee will make assignments of support staff members to promote efficient operations of the District. ([Board Policy GDJ](#))

Each employee shall be assigned to a specific position. The employee's job description shall be subject to the direction and discretion of the Superintendent or designee. The employee may be assigned to any other position as the Superintendent or designee may direct. Assignments may be initiated by the Superintendent or by other administrative officers for any purpose which, in the judgment of the Superintendent or designee, is for the welfare of the employee or the district. An administrative assignment shall be made only after a conference between the employee and the Superintendent or administrator. At that time the employee will be notified of the reason(s) for the assignment. A written record of this meeting will be placed in the employee's personnel file. If the new position is at a lower paying scale than the one currently held, the lower paying scale will prevail and the employee will remain on his/her current step. Length of service and annual leave credits will not be affected.

B. TRANSFER

“Transfer” is defined as a requested change of position or responsibility initiated by the employee that may be additionally change the employee’s building, classification, or assigned administrator for evaluation; or is the result of interest in any district vacancy.

In considering requests for transfer, the convenience and wishes of the employee will be honored to the extent that they are consistent with the best interest of the district. This will also be the case when a change in work hours is contemplated and/or requested. If the new position is set at a lower paying scale than the one currently held, the lower paying scale will prevail and the employee will remain on his/her current step. Length of service and annual leave credits will not be affected.

Any employee desiring a transfer may make a request in writing to his/her supervisor with a copy to Human Resources. The following criteria, in order of priority, will form the basis for granting the transfer:

1. The best interest of the District;
2. The qualifications of the employee;
3. The length of continuous service the employee has with the District;
4. The contribution the employee would make in the new assignment;
5. The opportunity for growth in the position.

C. REDUCTION IN FORCE POLICY

In the event that staff reductions by the district become necessary, decisions as to which positions to delete will be made at the discretion of the administration. Seniority of employees will be given first consideration for remaining positions in the event two or more employees have equal ability, skill level, and job performance. Determinations as to ability and skill level will be made at the discretion of the supervisor of the position under review. An informal conference with employees directly involved in changes due to reduction in force may precede the final determination.

D. SUSPENSION AND DISMISSAL

Employment relationships in South Dakota may be “terminated at will”, which means an employer does not need a specific reason to fire an employee. This is the same concept as an employee not needing a specific reason to quit. Any employee will be immediately discharged for dishonesty, theft, drunkenness and immoral conduct. Upon termination, the employee's final check will be calculated based upon the last day worked.

III. PAYMENT OF SALARY

A. PAYDAYS

Paydays are the 7th and 21st of the month. If payday falls on a Saturday or Sunday, employees will be paid on the Friday before. If payday falls on a holiday, employees will be paid on the day before. Each non-exempt employee will be required to complete a district timesheet for each pay period. These will be due on the 7th and 21st of each month. If these days fall on a weekend or holiday, they will be due the last working day prior to it.

Effective 2008-09 School Year Payment Schedule is as follows:

- a. Full time (8 hrs/day for 12 months) employees will be paid in twenty four (24) payments beginning with July 21 payday and ending with July 7 payday. Employees hired during the 2017-18 school year and after will be paid on time sheets on the basis of hours worked. Existing full time employees have the option to switch to being paid off the timesheet.
- b. Employees who work less than full-time who were employed prior to the 2008-2009 school year have the option of either being paid off the time sheet or over a 12-month period. Once an employee chooses to be paid off the timesheet, they no longer have the option to be paid over 12 months.
- c. All other employees (working 8 or less hours per day and less than 12 months) will be paid on time sheets on the basis of hours worked. Payment will be made the payday following receipt of the timesheet, i.e. timesheet due on 7th will be paid on 21st.

B. PAYROLL DEDUCTIONS

Payroll deductions are authorized for annuities, the group insurance program, the Section 125 benefit plans, Douglas Child Care Center, and Happy Days Preschool. Employees will complete the appropriate forms for payroll deduction.

C. DIRECT DEPOSIT

All payroll distributions will be deposited automatically into the employee's designated account.

IV. OVERTIME COMPENSATION

The Board of Education has authorized pay for employees for work performed in excess of forty (40) hours in a week but subject to the following regulations:

- A. Overtime pay is to be authorized only by the Superintendent or his designee, and cleared through the Personnel Office. All overtime must be approved in advance. Failure to secure pre-approval of overtime will result in disciplinary action, up to and including termination.
- B. Overtime pay will be paid only on the excess of forty (40) hours worked within a given week beginning Sunday and extending through Saturday. However, overtime pay will be paid for all work performed on Sundays at time and one half and double time for employees who work on their paid holidays in addition to holiday pay.
- C. Payroll calculations with regard to overtime will not include holidays and annual, sick or personal leave hours as hours worked, but only as hours paid. EXAMPLE - Any given week with one holiday, normal work hours are thirty-two (32), but total paid hours are forty (40). If an employee works additional hours, he must actually work in excess of forty (40) hours in order to receive overtime pay.
- D. An eight (8) hour break must be provided between shifts to the employee working overtime, otherwise overtime compensation will be continued into the next work day.
- E. A minimum of two (2) hours shall be authorized for an employee that is required to report to work for emergency situations outside of normal duty hours. These hours shall count towards overtime if the total hours worked in a week exceed forty (40).
- F. A minimum of one (1) hour shall be authorized for an employee that is required to report to work for scheduled events to assist in the opening and closing of a building/facility for special events or meetings. These hours shall count towards overtime if the total hours worked in a week exceed forty (40).

V. LUNCH AND COFFEE BREAK SCHEDULE

(Excluding Food Service Employees)

15-minute coffee breaks are considered working breaks; and therefore employees are not to leave campus during coffee breaks. Coffee breaks are not to be combined with the 30 minute uninterrupted lunch to extend time off.

Employee works over 4 hours	-	one 15-minute coffee break
over 6 hours	-	one 15 minute coffee break and one 30 minute uninterrupted lunch
7 hrs or more	-	two 15 minute coffee breaks and one 30 minute uninterrupted lunch

VI. LEAVE POLICIES

Employees must obtain approval prior to taking leave. Sick leave does not require advance approval; but it is recommended when possible. Employees taking leave without pay and participating in the South Dakota Retirement System and the district group insurance program shall have the option to remain active members by paying the entire amount, which would otherwise have been paid by the employee and the district.

A. ANNUAL LEAVE

Full time (8 hours/day for 12 months) employees earn annual leave. Annual leave will be earned and credited each month employed. Employees who transfer from part time employment to full time employment will receive prorated credit of annual leave for previous months employed. Full time employees are ineligible to use annual leave during the first three months of employment. Annual leave will be credited per the following schedule:

0-5 years service	-	10 days annual leave
6 years service	-	11 days annual leave
7 years service	-	12 days annual leave
8 years service	-	13 days annual leave
9 years service	-	14 days annual leave
10 years service	-	15 days annual leave
12 years service	-	16 days annual leave
14 years service	-	17 days annual leave
16 years service	-	18 days annual leave
18 years service	-	19 days annual leave
20 years service	-	20 days annual leave (maximum)

Annual leave in an employee's account cannot exceed two years accumulation of credits as of June 30. Any additional annual leave will be forfeited effective July 1. If circumstances warrant that it is not convenient to the District for an employee to take annual leave and the balance of his/her annual leave account is such that any additional credits would be forfeited, an extension of the employee's annual leave account can be affected. This is done by a written petition to the Superintendent by the employee's immediate supervisor. Annual leave requests are to be submitted to the supervisor for approval.

Leave requests should be processed a minimum of 5 days prior to the leave commencement. Annual leave should be taken as consecutive duty days of vacation at a time convenient to the District. Holidays occurring during an employee's vacation do not count as days of annual leave.

No more than ten (10) days of annual leave can be used in any single occurrence during a school year (July 1-June 30). The Superintendent may grant the use of additional days of annual leave in exceptional circumstances; and the decision will be non-precedent setting nor grievable under the terms of this agreement.

At the time of retirement, not more than 30 days of annual leave may be used in the days immediately prior to the last day of work.

B. PAID HOLIDAYS

Employees will be paid for holidays as set forth below:

<u>Scheduled Days Worked</u>	<u>Paid Holidays</u>
240 or more days per year	Labor Day Native American Day Veterans Day Thanksgiving Day and the following Friday Christmas Day and one additional day New Year's Day and one additional day Martin Luther King Day Presidents Day Good Friday or Easter Monday Memorial Day Independence Day and one additional day TOTAL 15
Between 190-239 days per year	Labor Day *Native American Day Veterans Day *Thanksgiving Day *Christmas Day *New Year's Day *Martin Luther King Day Presidents Day Good Friday or Easter Monday Memorial Day TOTAL 10
Between 180-189 days per year	*Native American Day Veterans Day *Thanksgiving Day *Christmas Day *New Year's Day *Martin Luther King Day Presidents Day Good Friday or Easter Monday TOTAL 8
Between 170-179 days per year	*Native American Day *Thanksgiving Day *Christmas Day *New Year's Day *Martin Luther King Day Good Friday or Easter Monday TOTAL 6

If a holiday falls on a Sunday, the following Monday will be a holiday. If a holiday falls on a Saturday, the previous Friday will be a holiday. The day taken off for a holiday may change in order to coincide with the approved school calendar depending on the year.

A classified employee may choose, prior to the start of the school year, to have up to five (5) of their holidays to be paid during Christmas break (marked with *). This will be elected in writing and may not be revoked during the school year. If interested, a new election must be signed each year. Any pay for unearned holidays will be deducted if the employee leaves employment.

C. LEAVE OF ABSENCE

A leave of absence without compensation may be granted to employees for a period not to exceed one year. Requests for leave must ordinarily be submitted in writing to the Board of Education at least thirty (30) days prior to the date upon which the leave is requested to begin and must contain the purpose and length of the proposed absence. Requests shall be acted upon within a reasonable time, not exceeding thirty (30) days. A copy of this leave provision shall be given to the employee when a leave is granted.

While on leave an employee shall have the option to remain an active participant in the state retirement system and the health and dental insurance program of the school district by paying the entire amount which would have been otherwise paid by such employee and the school district. However, when the leave falls within the provision of the Family and Medical Leave Act, cost sharing for dental and health coverage in effect at the time the leave begins, will continue for the first twelve weeks. Thereafter the employee will be required to pay the full amount if he/she wishes to remain an active participant in the programs. Administration of family and medical leaves of absence will be governed by the provisions of the Family and Medical Leave Act.

Scheduled increments, salary adjustments and other credits are not allowed for leaves of absence. Time spent on leave of absence shall not count toward years of service for any benefits and shall be so registered on the employee's record.

If leave is granted for ninety (90) days or less, no written notice to return is required but the employee must return to work on the day specified (regardless of length). The employee will be terminated unless an extension has been approved.

An employee desiring to return from a leave of more than 90 days shall give written notice of a desire to return to employment sixty (60) days prior to the end of the leave and provided such notice is given, such employees shall be restored to his former position or to one of comparable status.

D. LEAVE WITHOUT PAY

The Superintendent may grant leaves of absence without pay to employees for personal reasons. Requests for leave without pay must be approved by the supervisor and must include the reason. All applicable leave must be used before leave without pay is granted when/if applicable; i.e. all sick leave must be used before leave without pay is granted when sick.

E. SICK LEAVE

Sick leave is provided to employees with a scheduled work week of 20 hours or more. Sick leave may be taken for personal illness, injury or other physical disability (including pregnancy related disability) and for illness in the immediate family. Immediate family is defined as employee's spouse, mother, stepmother, father, stepfather, legal guardian, children, stepchildren, son-in-law, daughter-in-law, grandchildren, brother, stepbrother, brother-in-law, sister, stepsister, sister-in-law, aunts, great-aunts, uncles, great-uncles, nieces, nephews, grandparents, parents/legal guardians and grandparents of the employee's spouse, an individual who is a permanent resident in the employee's home, and any person for whom the employee has specific legal responsibility. Upon approval of the Superintendent, employees may use a day of sick leave to attend the funeral of someone close to them.

Three (3) days of bereavement leave may be taken for death in the immediate family (as defined above). Bereavement leave will be granted per occurrence, and will not be accumulated. Sick leave may be taken for extended bereavement leave.

Employees are required to immediately notify their supervisor when sick leave is required. Upon returning from sick leave, the employee shall complete a sick leave application indicating the reason for the absence. The supervisor or Superintendent may require a physician's statement concerning such absence.

If an employee is absent on the last day of the pay period, the appropriate leave form should be forwarded to the Personnel Office with the supervisor's signature.

Sick leave is earned as follows:

<u>Scheduled Months Worked</u>	<u>Sick Leave Earned</u>
9 months	8 days equal to daily hours worked
10 months	10 days equal to daily hours worked
11 months	12 days equal to daily hours worked
<u>Scheduled Months Worked</u>	<u>Sick Leave Earned</u>
Full Time 12 months (8 hours/day for 12 months)	15 days based on 8 hr day

***Four employees will be grandfathered in at current days earned.*

After one month of employment, employees eligible for sick leave shall have the annual number of sick leave hours credited to their account. All unused days shall be added to the employee's sick leave reserve at the end of the fiscal year. An unlimited number of sick leave days may be accumulated. Employees leaving prior to the end of the school year (July 1 through June 30) shall have the annual sick leave prorated.

An employee who willfully violates or misuses sick leave provisions or who misrepresents any statement or condition under the policy shall forfeit all accumulated sick leave and any further right under the policy until reinstated in good standing by the Board of Education.

Any physical disability, exceeding thirty (30) duty days, for which payment under the sick leave policy is claimed, shall be verified by a doctor. In the case of childbirth, certification of physical disability should in no way relate to the care of a well child, but only to the period during which the employee is physically unable to perform her contractual duties.

An employee returning to the district within 3 years after resignation, and who has not previously qualified for severance pay, shall have all previously earned and unused sick leave reinstated.

F. SICK LEAVE BANK

Eligible employees, who are in their second consecutive term of employment by the district will be given the opportunity to enroll in a voluntary sick leave bank under the following conditions and provisions:

- (1) Employees shall become eligible to join the sick leave bank on their one year anniversary date with a minimum of one day sick leave accumulated on that date. The 30-day period following completion of the one year of employment shall be the only sick leave bank enrollment opportunity.

- (2) Each participating employee shall contribute one day (hours equal to the number of hours worked) of sick leave per year to the bank for three (3) years. Eligible employees declining to become participants in the bank within 30 days of their 1st anniversary date shall be ineligible for participation later.
- (3) When the sick leave bank balance reaches 4,000 hours, participating employees will discontinue contributing to the bank. If the balance of the bank drops below 2,400 hours, all members will contribute again until 4,000 hours are reached. New participants in the sick leave bank must contribute for three (3) years regardless of the total number of hours/days in the bank. Current participating employees who have already contributed for more than three (3) years will be grandfathered in and eligible to receive up to seven (7) additional days added to the maximum thirty (30) days available to use based upon the number of years they have contributed in excess of the three (3) years.
- (4) This pool is for the protection of individual participating employees during a long-term extended illness or disability of the employee only (illness or disability of a family member does not qualify) causing an absence from regularly assigned duties which extends more than five (5) duty days beyond the number of sick leave days which an individual participating employee has accumulated (there shall be one five (5) day waiting period per illness or disability. The five days need not be consecutive. Use of this pool will begin on the sixth duty day after an individual's accumulated sick leave days have been exhausted, at which time the participating employees may draw up to 30 days of sick leave from the bank. Use of pool days by participants shall not be limited to the fiscal year in which the illness or disability causing the long-term absence from regularly assigned duties began. Individuals with annual leave will not be required to exhaust their annual leave account before using the sick leave bank. However, annual leave may not be substituted for the five (5) day waiting period.
- (5) Administration of the bank will be handled by the District Personnel Office. All requests for use of the bank must be submitted in writing to the Personnel Office and must be approved by the Superintendent. The request must be supported by the written statement from the employee's personal physician that states the specific long-term extended illness or disability causing the absence and the duration of the absence. The absence for which the pool days are requested must be of such nature that absence is unavoidable during the school year and absence from duties is necessitated. Should loss of pay inadvertently occur through late notification, such loss shall be restored in the next pay period following approval of the request for use of pool days.
- (6) Persons withdrawing days from the bank are not required to replace these days except as a regular contributing member of the bank. A person resigning, retiring, withdrawing from membership in the bank or declining to make contributions as required, shall not be able to withdraw previously contributed days.
- (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 is ended for that year. Unused days in the bank shall be carried over to the next succeeding school year.
- (8) Remuneration from the bank shall be based on the per diem rate for the individual participant for the applicable fiscal year.
- (9) The Business Manager shall conduct an annual audit of the Sick Leave Bank.

G. Bereavement Leave

Three (3) days of bereavement leave may be taken for death in the immediate family (as defined above in "E. Sick Leave"), and will not be deducted from the employee's sick leave allocation. An employee who has exhausted all of their sick leave may request consideration from the Superintendent or

designee for two (2) additional days of bereavement leave, for a maximum of five (5) days. This request may be made for up to two (2) occurrences in a school year. Bereavement leave will be granted per occurrence and will not be accumulated. Sick leave may be taken for extended bereavement leave.

H. PROFESSIONAL LEAVE

The Superintendent may approve a limited amount of professional leave with or without pay, and with or without expenses, for attendance at meetings of local, state or national professional organizations, workshops, conferences and school visitations, subject to the following considerations:

- (1) The leave is in the best interest of the district and related to the employee's professional interests or leadership position in local, state or national educational /professional organizations.
- (2) The request for leave must be directly associated with educational/professional activities. Priority will be given to professional leave applications of employees who:
 - (a) Submit them first.
 - (b) Hold local, state, and/or national offices in educational/professional organizations.
- (3) Applications must be submitted a minimum of one (1) week in advance and must be approved by the supervisor and the Superintendent.
- (4) Approval for professional leave will be contingent on the availability of sufficient funds.

Upon request of the Superintendent, the employee shall file a report on the activities of the conference with any recommendations. An employee holding a leadership position in a major state educational/professional organization may be granted up to thirty (30) days of professional leave without pay during each twelve-month period. No expenses will be provided.

H. SCHOOL BUSINESS LEAVE

Employees may be granted school business leave upon making an application on the appropriate form. School business leave may be authorized by the Superintendent or designee.

I. PERSONAL LEAVE

Three (3) days sick leave may be taken for personal reasons each year, if approved **a minimum of two days** in advance. One (1) additional day of personal leave shall be granted each year to an employee in their 4th, 5th, 6th and 7th year of employment. No more than seven (7) personal leave days may be used in any one year. Personal leave cannot be accumulated.

- a. One day of personal leave may be used to extend a scheduled school holiday one time per school year, with approval of the building principal.
- b. A second day of personal leave may be used to extend a holiday one time in a school calendar year upon approval of the Superintendent or designee.
- c. Leave may not be used on the first or last calendar day with students, to extend the Winter Holiday, or during Parent/Teacher Conference **Hours Days**.
- d. Use of personal leave is strongly discouraged during In-Service Days.

- e. Leave may not be requested more than 180 days in advance.

The Superintendent may grant personal leave in emergency situations and the decision to do so is non-precedent setting nor grievable under the terms of this agreement.

J. COURT WITNESS AND JURY DUTY LEAVE - Reference [School Board Policy GCBDC](#)

K. ADDITIONAL USE OF SICK LEAVE (COURT APPEARANCES)

Each employee, upon the approval of the Superintendent, may be granted the privilege of using a maximum of five days sick leave to cover absence due to a required appearance in a court of law, involving no moral turpitude on the part of the employee, in a case in which the employee is a party.

L. MILITARY LEAVE - Reference [School Board Policy GCBDD](#)

M. PARENTAL LEAVE

Upon written application to the Superintendent, a parental leave of absence without pay shall be granted to employees for the purpose of adoption, child bearing or child rearing. Requests for parental leave must be submitted in writing to the Board of Education at least forty-five (45) days prior to the date upon which the requested leave is requested to begin. A parental leave of absence shall be for a maximum period of one year; however, upon written application made at least 30 days prior to the expiration of such leave, the leave may be extended to the end of the current year of employment.

Within forty-five (45) days after childbirth, an employee shall be entitled to use sick leave not to exceed thirty (30) days. The dates of such physical disability, exceeding thirty (30) days, for which payment under the sick leave policy is claimed, shall be verified in writing by a doctor. Certification of physical disability shall not in any way be associated with the care of the child, but only to the period, which the employee is physically unable to perform her duties.

An employee shall be entitled upon written request to use up to thirty (30) days sick leave for the purpose of child rearing to begin at any time between the birth of their child and one year thereafter. Additional days taken will be parental leave without pay. Except in case of emergency, an employee desiring such leave shall make written application for such leave to the Superintendent at least forty-five (45) days prior to the date on which the leave is to begin.

An employee adopting a child shall be entitled to use up to thirty (30) days sick leave for the purpose of child rearing (including time necessary to obtain custody of the child) to commence at any time during one year after receiving custody of the child. Additional days taken will be parental leave without pay.

The total number of sick days for any employee shall not exceed thirty (30) total days per occurrence.

Reemployment rights for employees granted parental leave:

- Less than ninety (90) calendar days - Upon giving forty-five (45) days written notice, the employee shall be returned to the original position without loss of ordinary salary increments.
- More than ninety (90) calendar days- Upon giving ninety (90) days written notice, the employee shall be restored to the original position or position of like status and

pay. Reassignment shall be without accumulation of ordinary increments.

While on leave an employee shall have the option to remain an active participant in:

- a. the South Dakota retirement system by paying the entire amount, which would have been otherwise paid by such employee and the school district;
- b. the health and dental insurance program by continuing cost sharing the first twelve weeks and thereafter by paying the entire amount.

The administration of parental leaves shall comply with the provisions of the Family and Medical Leave Act.

An employee on parental leave may serve as a substitute in the District while on such leave.

N. FLEX TIME

For classified personnel, up to one hour can be flexed. Flex time is before and after school, not during hours students are present. Exceptions to the one-hour limit on flex time may be granted by the Superintendent for emergencies or extenuating circumstances (special projects, etc.). (Reference [Board Policy GBN—Staff Flex Time](#))

The occasional use of flex time shall be mutually agreed upon by the person making the request and the supervisor. It is the exception rather than the rule and should not be used to satisfy a person's every day or weekly schedule. Any flex time should be made up within the same workweek that flex time is used.

VII. WORKER'S COMPENSATION

- A. An employee injured in an accident during duty hours, or his/her representative, shall immediately upon the occurrence of an injury, or as soon thereafter as practicable, give to the immediate supervisor written notice of the injury. Failure to give such notice shall result in all penalties applicable under the Worker's Compensation Act of South Dakota.
- B. All worker's compensation payments shall be retained by the employee. An employee who has elected to use sick leave and has sufficient leave to cover the time absent from work, shall receive his or her regular salary less any amount received for compensation, up to, but not in excess of his or her regular daily rate of pay. Any sick leave used for the period covered by the worker's compensation shall be returned to the employee up to, but not in excess of the amount of the compensation payment.

VIII. RETIREMENT BENEFITS AND SEVERANCE PAY

Participation in the South Dakota State Retirement System is mandatory for employees with a scheduled work week of twenty (20) hours or more and at least six (6) months a year. A 6% deduction of gross salary will be made for this purpose and will be matched by the District.

Benefits consist of, but are not limited to:

1. Normal Retirement

2. Early Retirement
3. Disability Benefit
4. Separation Benefit with Interest
5. Vested Benefit
6. Spouse Survivor and Family Benefits

SEVERANCE PAY:

Upon retirement or upon death (having reached the age provided herein and having the corresponding number of years of employment) an employee will be paid one half of their accumulated sick leave.

Any employee as above designated having reached the minimum age of forty-five (45) years and having been employed in the Douglas Schools for the minimum of ten (10) years, upon resigning his or her employment with the Douglas Schools shall be paid one-half of his or her accumulated sick leave.

The amount of sick leave pay under this policy will be determined by the average of the employee's hourly rate of pay over the five-year period immediately preceding retirement. One half of the sick leave balance to be paid out by June 21. The Special Pay Plan provided by South Dakota Retirement System (SDRS) and approved by the Douglas School District Board of Education will be mandatory if you are age 55 or older and your payout is \$600 or more up to the maximum allowed by SDRS.

If a full-time (8 hours/day for 12 months) employee retires and will be completing their contract as of June 30, their remaining contract payment will be included in the final June 21st payroll.

IX. INSURANCE PROGRAM

The School Board shall provide a group hospitalization and surgical insurance plan for all employees who work on a continuing basis. The coverage and terms of such an insurance plan is determined by the School Board. Health, life and dependent dental insurance must be carried on a 12-month basis.

A. HEALTH INSURANCE

For those employees with a scheduled work week of twenty (20) hours or more for six (6) months or more, the contribution by the school district is \$599 per month for a family (employee and qualified dependents) plan, \$599 per month for an employee + dependent(s) plan, \$599 for an employee + spouse plan, and \$599 per month for a single (employee only) plan. If any plan costs less than the \$599 the Board contributes, the remaining amount shall be contributed to an eligible Health Savings Account (HSA) if available. No employee shall receive a combined benefit for health insurance and a contribution to an eligible HSA that is greater than \$599 per month. Where a husband and wife are both employees of the district and eligible for the group insurance program, if they elect the employee + spouse plan or the family plan, only one employee will be enrolled in the program and the district will contribute \$599 monthly for each employee towards the insurance program and/or the eligible HSA.

B. DENTAL INSURANCE AND LIFE INSURANCE

The School District provides a group Dental Insurance and Life Insurance for each employee with a scheduled work week of twenty (20) hours or more for six (6) months or more (single coverage). Individual employees have the option of additional dependent coverage at his/her own expense during the first thirty (30) days of employment or during open enrollment periods only.

X. SERVICE FACTOR (LENGTH OF EMPLOYMENT)

The service factor is calculated for all classified employees after an employee works 5 years, after 10 years, and after each 5 year increment thereafter by multiplying the total number of scheduled hours worked as follows: after 5 years, .036; after 10 and 15 years, .045; after 20 and 25 years, .054; after 30, 35, and after each 5 year increment thereafter, .06. That calculated total is then given in addition to the salary in a lump sum the first pay period following the anniversary date.

If an employee is subject to a reduction in force (as that phrase is defined elsewhere in the Classified Employees Handbook), within twelve months of qualifying for the service factor bonus described in Section X, page 12, of the Classified Employees Handbook, the employee will be treated as if he or she has satisfied the requirements for earning the service factor bonus, and the bonus will be paid in a lump sum at the time of the reduction in force.

Service factor bonus applies to classified employees only who are paid in accordance with the classified salary schedule.

If an employee separates from the system and returns within a period of one year, previous district service will be credited.

XI. INSERVICE TRAINING PARTICIPATION

Employees may be required to participate in specific inservice training programs when the immediate supervisor or Superintendent indicates a need exists for improvement or orientation.

XII. INCLEMENT WEATHER

(includes heat, snow/icy roads, fog, power outage or any other unscheduled event)

A. UNSCHEDULED LATE START

When there is a late start, employees are not to report to work until the time directed by their supervisor/Superintendent.

Employees will be paid at their regular duty rate and will not be required to make up the time. Employees required to report early by their supervisor/Superintendent will be paid double time pay for hours worked. Note: Bus drivers required to run their routes will receive double time pay for hours worked during unscheduled late starts.

Employees working other shifts will also be paid at their regular duty rate and will not be required to make up the time.

B. UNSCHEDULED EARLY DISMISSAL

When there is an early dismissal for winter weather, employees are to go home unless specifically directed by their supervisor/Superintendent to remain on duty. All staff will be released according to the high school release time, i.e. the high school buses normally leave by 3:20 p.m., so an one-hour early dismissal would

mean all staff would be allowed to leave at 2:20 p.m. once all students have left the district. For any other contingencies including heat or a power outage, staff dismissal time will be announced.

Employees will be paid at their regular duty rate and will not be required to make up the time. Employees required to remain on duty by their supervisor/Superintendent or designee will be paid double time pay for hours worked. Note: Bus drivers will always be required to run their routes and will receive double time pay for hours worked during winter weather.

Employees working other shifts will also be paid at their regular duty rate and will not be required to make up the time during winter weather. When the early dismissal is due to heat, those working other shifts will report to work late equal to the amount of time the day shift left early from their regularly scheduled time. Employees who work shifts that end prior to the early dismissal time will work their regular shift and leave at their regularly scheduled time. Employees will be directed when to report to work during a power outage.

C. SCHOOL CANCELLATION

The following procedures will be used on those occasions when school is canceled due to inclement weather for all employees who work full time (8 hours/day for 12 months). Duty hours lost as a result of days canceled will be compensated by the individual -

1. Making up the time lost as a result of not working.
2. Applying for personal or annual leave or leave without pay.

Days missed because of inclement weather or other emergencies will be made up at a time established by the supervisor/Superintendent. Hours worked beyond 40 hours in one week as the result of weather conditions will be considered overtime.

Other categories of employees make-up the day at the end of the school year.

XIII. STAFF COMPLAINTS AND GRIEVANCE PROCEDURE (Board Policy Regulation GBM-R)

[Board Policy GBM](#) and [Administrative Regulations GBM-R](#) provide a procedure to secure solutions at the lowest possible administrative level to problems, which may arise. The process goes from the informal with the immediate supervisor through the formal procedure with the Board

A. DEFINITIONS

A "grievance" shall mean a complaint by an employee, or employees of the district, that there has been a violation, misinterpretation or inequitable application of any of the terms of this handbook, except that the term

"grievance" shall not apply to any matter as to which (1) the method of review is prescribed by law, or (2) the Board is without authority to act.

An "aggrieved person" or "grievant" is an employee or employees asserting a grievance in writing.

A "party in interest" is a person who might be required to take action or against whom action might be taken in order to resolve a grievance.

B. PURPOSE

Purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems, which may arise from time to time. Proceedings under the procedure will be kept as informal and confidential as may be appropriate at any level of the procedure.

Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with the immediate supervisor and to have the grievance adjusted, provided the adjustment is consistent with the terms of this handbook.

C. PROCEDURE

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and reasonable efforts should be made to expedite the process. If the appropriate action is not taken by the employee within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. The time limit specified may be extended by mutual agreement, provided the time extension is requested within the time limits provided in the regulation.

If an employee does not file a grievance in writing with the principal or other supervisor within thirty (30) days after the employee knew, or should have known, of the act or condition on which the grievance is based, the grievance shall be considered as having been waived.

If a filed grievance cannot be finally resolved under the time limits set forth herein prior to the end of the school year, and which if left unresolved until the beginning of the following school year could result in irreparable harm to an aggrieved person or a party in interest, the time limits set forth herein will be reduced so the grievance procedure may be concluded prior to the end of the school year or as soon thereafter as is practicable.

A supply of grievance forms shall be on file with the building principal, and/or the immediate supervisor. ([Board Policy Exhibit GBM-E, Form S-423](#))

Informal Procedures:

A grievance will be discussed with the grievant's immediate supervisor with the objective of resolving the matter informally, at which time the grievant may discuss the grievance personally or request that a representative be present and/or act on his/her behalf.

Level 1:

A grievant not satisfied with the disposition of his/her problem through informal procedures shall submit the grievance in writing on an Employee Grievance form ([GBM-E, S-423](#)).

Signed copies of the written Employee Grievance form shall be delivered by the employee to each of the following: supervisor, principal or other administrator, Superintendent and the president of the Board of Education.

The administrator within ten (10) days of the filing of the grievance shall render his/her decision in writing to the aggrieved person

Level 2:

A grievant not satisfied with the disposition of the grievance at Level 1, or if no decision is rendered within ten (10) days after the presentation of the grievance, may file the grievance in writing with the Superintendent

within ten (10) days after the grievance decision has been rendered at Level 1 or within twenty (20) days after the grievance was presented at Level 1, whichever is sooner.

The Superintendent, or designee or designees, will represent the administration at Level 2 of the grievance procedure. The Superintendent, or designee or designees, shall meet with the grievant and parties in interest in an effort to resolve the grievance. Within ten (10) days after said meeting the Superintendent, or designee or designees, shall render a decision in writing to the grievant.

Level 3:

If the aggrieved person is not satisfied with the disposition of the grievance at Level 2, or if no decision has been rendered within ten (10) days after the Level 2 hearing, the grievant may file the grievance in writing with the Board of Education within ten (10) days after the grievance decision has been rendered at Level 2 or within twenty (20) days after the grievance was presented at Level 2, whichever is sooner. The Board will hold a hearing on the grievance within twenty (20) days. Within ten (10) days after the hearing, the Board shall render its decision in writing to the aggrieved party.

Level 4:

The grievant, if not satisfied with the disposition of the grievance at Level 3, or if no decision has been rendered within ten (10) days after the Board of Education has heard the grievance, may within ten (10) days thereafter initiate an appeal to the Department of Labor. Said Secretary shall conduct an investigation and hearing and shall issue an order covering the points raised, which order shall be binding on the employees and the Board of Education. The investigation and hearing conducted by said Secretary shall be conducted in accordance with the rules and regulations of said Secretary.

It is specifically and expressly understood and agreed that taking an appeal to said Secretary constitutes an election of remedies and a waiver of all rights by the appealing party or parties and/or representatives to litigate or otherwise contest the appealed subject matter in any court under [SDCL 13-46](#), except in the form of an appeal from the decision of the Department of Labor as provided in [SDCL 1-26](#).

Rights of Employee to Representation

- A. There shall be no discrimination of any kind by any party against any other participant in the grievance procedure by reason of such participation.
- B. Any aggrieved person or party in interest may be represented at any level of the grievance procedure by a person or persons of his own choosing.

Miscellaneous Provisions

- A. If a grievance affects a group of employees from more than one function, such grievance may be submitted in writing directly to the Superintendent's Office, and the processing of such grievance may be commenced at Level 2.
- B. To facilitate the operation of the grievance procedure, necessary forms for filing, serving notices, making appeals and other necessary documents will be jointly prepared and distributed by the Superintendent and the grievant's representative.
- C. All documents and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

- D. The Board and the grievant shall make available to one another all pertinent information, not privileged under law, in their possession or control which is relevant to the issues raised by the grievance.
- E. When it is necessary for a representative, representatives, the grievant or a party in interest to attend a grievance hearing called during the school day, the Superintendent's Office shall notify the supervisor of such representatives and they shall be released without loss of pay for such time as their attendance is required at such meeting or hearing.
- F. No grievance shall be recognized unless it has been presented at the appropriate level within thirty (30) days after the grievant knew, or should have known, of the act or condition on which the grievance is based, and, if not so presented, the grievance will be considered waived, provided that a grievance filed under the first paragraph of Miscellaneous Provisions hereof shall not be recognized at Level 2 unless it shall have been filed with the Superintendent's Office within at least forty-five (45) days after the act or condition upon which it is based occurred.
- G. Employees voluntarily terminating employment will have their grievances immediately withdrawn and will not benefit by any later settlement of any grievance.
- H. Except where otherwise provided in this policy, the term "days" shall refer to calendar days.

XIV. MILEAGE

Employees assigned to more than one building or employees on approved professional leave who are required to use their own vehicles for such travel shall be paid mileage at the rate established in Board of Education [Policy GCLA](#).

APPROVED CLASSIFIED PAY SCHEDULE 2024-2025

	1	2	3	4	5	6	7	10
A	\$15.00	\$15.75	\$16.50	\$17.25	\$18.00	\$18.75	\$19.50	\$20.25
B	\$15.50	\$16.25	\$17.00	\$17.75	\$18.50	\$19.25	\$20.00	\$20.75
C	\$16.25	\$17.00	\$17.75	\$18.50	\$19.25	\$20.00	\$20.75	\$21.50
D	\$16.75	\$17.50	\$18.25	\$19.00	\$19.75	\$20.50	\$21.25	\$22.00
E	\$17.00	\$17.75	\$18.50	\$19.25	\$20.00	\$20.75	\$21.50	\$22.25
F	\$17.50	\$18.25	\$19.00	\$19.75	\$20.50	\$21.25	\$22.00	\$22.75
G	\$17.75	\$18.50	\$19.25	\$20.00	\$20.75	\$21.50	\$22.25	\$23.00
H	\$18.25	\$19.00	\$19.75	\$20.50	\$21.25	\$22.00	\$22.75	\$23.50
I	\$19.25	\$20.00	\$20.75	\$21.50	\$22.25	\$23.00	\$23.75	\$24.50
J	\$20.50	\$21.25	\$22.00	\$22.75	\$23.50	\$24.25	\$25.00	\$25.75
K	\$21.00	\$21.75	\$22.50	\$23.25	\$24.00	\$24.75	\$25.50	\$26.25
L	\$21.50	\$22.25	\$23.00	\$23.75	\$24.50	\$25.25	\$26.00	\$26.75
M	\$22.50	\$23.25	\$24.00	\$24.75	\$25.50	\$26.25	\$27.00	\$27.75
N	\$25.50	\$26.25	\$27.00	\$27.75	\$28.50	\$29.25	\$30.00	\$30.75
O	\$28.75	\$29.50	\$30.25	\$31.00	\$31.75	\$32.50	\$33.25	\$34.00
P	\$33.75	\$34.50	\$35.25	\$36.00	\$36.75	\$37.50	\$38.25	\$39.00

ACCOUNTING

- I - Bookkeeper 2
- J - Bookkeeper 1
- N - Executive Bookkeeper

CHILD CARE

- D - Aide
- F - Supervisor

COMPUTER

- J - Tech. Help Desk Support
- M - Tech. Technician/Support
- O - Tech. Data Base/Support
- O - Tech. Network Administrator

ASSISTANT

- N - SLP Assistant

CUSTODIAL/MAINTENANCE

- G - Apprentice
- G - Custodian
- K - Groundskeeper/Carpenter
- M - Electrician/Plumber

DELIVERY

- C - Delivery

FOOD SERVICE

- B - Food Service Worker
- C - Cook

- Custodial night differential \$0.50 per hour worked on the night shift
- Bus Aide with CDL and floater differential \$0.50 per hour worked
- Lead Library Aide \$0.50 per hour differential per hour worked
- * 48 credit minimum
- ** Route Bonus calculated on a 1.1:1 Ratio

INSTRUCTIONAL AIDE

- E - Instructional Aide/Tutor
- E - Library Aide/Title 1 Tutor*
- E - Speech Aide

NURSE

- O - LPN
- P - Registered Nurse

PERSONNEL

- K - Personnel Manager
- N - Executive Personnel Manager

SECRETARIAL

- E - Secretary
- G - Principal's Secretary
- J - Administrative Secretary
- L - Executive Secretary
- N - Administrative Assistant

SUPPORT AIDE

- B - Lunchroom Aide
- B - Bus Aide

TRANSPORTATION

- H - Maintenance/Driver**
- I - Mechanic/Driver
- L - Head Mechanic
- N - Executive Head Mechanic



Coordinators Handbook

2024-25

Discrimination Prohibited

Equal Opportunity Employment

It is the policy of the Douglas School District 51-1 that no employee shall be discriminated against on the basis of race, color, creed, religion, age, sex, gender, pregnancy, gender identity, sexual orientation, disability, national origin, ancestry or veteran status in any program, service or activity for which the Douglas School District is responsible as required by Title IX, Public Law 93- 112, Section 504, and other state and federal laws. Every available opportunity will be taken to assure that each applicant for a position is selected on the basis of qualifications, merit and ability.

Title IX Policy Notification Statement

The Douglas School District does not discriminate in its employment policies and practices, or in delivery of its educational programs or services on the basis of race, color, creed, religion, age, sex, gender, pregnancy, gender identity, sexual orientation, disability, national origin, ancestry or veteran status.

Concerns regarding Title IX of the Education Amendments of 1972 should be directed to ~~Mr. Bud Gusse~~, Executive Director of Operational Support Services, Douglas School District 51-1, 400 Patriot Drive, Box Elder, SD 57719 (605) 923-0000.

Inquiries concerning the applications of Title VI Civil Rights Act of 1964 may be referred to Executive Director of Secondary Academics, Douglas School District 51-1, 400 Patriot Drive, Box Elder, SD 57719, (605)923-0000. Section 504 of the Rehabilitation Act of 1973, as amended, may be referred to Director of Special Education Services, Douglas School District 51-1, 421 Don Williams Drive, Box Elder SD 57719, (605) 923-0013.

For additional information contact the Office for Civil Rights, U.S. Department of Education, Office for Civil Rights, 1010 Walnut Street, 3rd Floor, Suite 320, Kansas City, Missouri 64106. Phone: (816) 268-0550; TDD: (800) 877-8339; Fax: (816) 268-0599. Email OCR.KansasCity@ed.gov

Table of Contents

ADMINISTRATOR DRESS CODE	3
ASSIGNMENT AND TRANSFER	20
CONTRACT IMPLEMENTATION	19
COORDINATOR'S AUTHORIZATION TO HIRE	18
DISMISSAL AND SUSPENSION	22
EVALUATION OF COORDINATORS	14
INSURANCE PROGRAM	13
INTRODUCTION	2
LEAVES OF ABSENCE	4
A. Extended Leave of Absence	4
B. Short Leave without Pay	4
C. Professional Leave	5
D. Sick Leave	5
E. Bereavement Leave	7
F. Family and Medical Leave	7
G. Worker's Compensation	7
H. Additional Use of Sick Leave (Court Appearance)	7
I. Personal Leave	8
J. Court Witness and Jury Duty Leave.	8
K. Military Leave	8
L. Parental Leave	8
LENGTH OF COORDINATOR CONTRACTS	18
MEDICAL EXAMINATION	5
MISCELLANEOUS PROVISION	24
PERSONNEL FILES	22
PROGRAM COORDINATOR'S SALARY SCHEDULE	25
SEVERANCE PAY	23
SICK LEAVE BANK	11
STAFF COMPLAINTS AND GRIEVANCE PROCEDURES	14
STUDENT DISCIPLINE AND COORDINATOR PROTECTION	24

INTRODUCTION

The Coordinators Handbook contains general working benefits for Coordinators in the Douglas School District as determined by the Board of Education. Any additional terms, conditions, or benefits will be specified in the Coordinator's individual contract. District Coordinators receive all benefits provided by the Coordinators Handbook except when board policy and/or language in the individual's contract directs otherwise, effective the 2016-17 contract year.

Definition of a Coordinator:

A Coordinator is an individual who has direct or delegated responsibility for decision-making in the support services of the District. This includes **School Nutrition** **Food Service** Coordinator, Building & Grounds Coordinator, Transportation Coordinator, **Information** Technology Coordinator, and Communications Coordinator.

Experience:

Experience, to the extent allowable, shall be granted for continuous years outside or within the District in similar positions.

Definition:

The term "days", except where otherwise noted in this handbook, shall refer to calendar days.

ADMINISTRATOR DRESS CODE

Reference District [Board Policy Regulation GBCB-R](#)

MEDICAL EXAMINATION

1. If at any time there is reasonable cause to believe that a Coordinator is suffering from an illness detrimental to the health of the pupils, the Board of Education may require a certification of health. The expense of obtaining additional certifications of health will be borne by the School District.
2. A Coordinator ~~of the Board of Education~~ who is not able to return to duty on the day following ten (10) of illness or injury may be required to present a certificate of ableness to the Superintendent or designee upon return to work. This certificate shall be made out by a physician authorized to practice medicine under the laws of the State of South Dakota.
3. A Coordinator who has been absent because of a nervous disorder must present a satisfactory report from a physician authorized to practice medicine under the laws of the State. In addition, the Coordinator may be required to submit to an examination to provide a medical report secured from the School District's designated physician at the expense of the School District

LEAVES OF ABSENCE

A. Extended Leave of Absence

A leave of absence without compensation may be granted Coordinators for a period not to exceed one year. Requests for leave must ordinarily be submitted in writing to the Board of Education no later than March 1 during the school year preceding the year in which the leave of absence is desired. Requests received after March 1 may be granted provided, in the judgment of the Board, a suitable replacement can be found. Except in cases of emergency, the request for leave of absence must be submitted at least forty-five (45) days prior to the date upon which the requested leave is requested to begin and must contain the purpose and length of the proposed absence. Request shall be acted upon within a reasonable time, not exceeding forty-five (45) days. A copy of this leave provision shall be given to the Coordinator when a leave is granted.

While on leave, a Coordinator shall have the option to remain an active participant in the state retirement system and the health and dental insurance programs of the School District by paying the entire amount which would have been otherwise paid by such Coordinator and the School District.

A Coordinator desiring to return from such leave shall give written notice of a desire to return to employment no later than **February 1** ~~March 1~~ of the year in which he/she is on leave. ~~and provided such written notice is given, such Coordinator shall be restored to his/her former position or one of comparable status.~~ If the leave extends for a period of less than one year, the employee shall give ninety (90) days written notice of a desire to return from such leave at the end of the term thereof. ~~and provided such written notice is given, he/she shall be restored to his/her former position.~~ **Upon return to work, the district shall place the coordinator in his/her same position or an equivalent position for which they are qualified. (Equivalent position as it relates to step, lane, and salary with equivalent pay, corresponding benefits and other terms and conditions of employment.)**

Scheduled increments, salary adjustment, and other credits are not allowed for leaves of absence.

B. Short Leave without Pay

The Superintendent may grant leaves of absence without pay to Coordinators for personal reasons. Requests for leave without pay must be approved by the Superintendent

and the Board of Education and must include the reason for the request. All applicable leave must be used before leave without pay is granted when/if applicable; ie. all sick leave must be used before leave without pay is granted when sick.

C. Professional Leave

The Superintendent or designee may approve a limited amount of professional leave, with or without pay, and with or without expenses, for attendance at meetings of local, state or national professional organizations, workshops, conferences and school visitations, subject to the following considerations:

1. The leave is in the best interest of the Douglas School District and relates to the Coordinator's professional interests or leadership position in local, state or national educational organizations.
2. The request for leave must be directly associated with educational activities.
3. Approval for professional leave will be contingent on the availability of sufficient funds.
4. Priority will be given to professional leave applications of Coordinators who:
 - a. Submit them first.
 - b. Hold local, state, and/or national offices in educational professional organizations.
 - c. Have not been granted professional leave in excess of five (5) days during the preceding three years.

Upon request of the Superintendent or designee, the Coordinator shall file a report on the activities of the conference with any recommendations.

If a Coordinator holds a leadership position in a major state educational organization, he/she may be granted up to thirty (30) days of professional leave without pay during each twelve-month period. No expenses will be provided.

D. Sick Leave

Sick leave is provided to all Coordinators of the Douglas School District. All Coordinators who work 12 months shall receive 15 days of sick leave on the first day of service each year unless they are employed after the beginning of the school term, in which case the sick leave shall be prorated accordingly. Coordinators working 11 months will receive 12 days of sick leave. These days shall represent all the Coordinator's sick leave for

that year, subject to the accumulation provisions hereof. Sick leave may be taken for personal illness, injury or other physical disability (including pregnancy-related disability) and for illness in the immediate family. Immediate family is defined as employee's spouse, mother, stepmother, father, stepfather, legal guardian, children, stepchildren, son-in-law, daughter-in-law, grandchildren, brother, stepbrother, brother-in-law, sister, stepsister, sister-in-law, aunts, great-aunts, uncles, great-uncles, nieces, nephews, grandparents, the parents/legal guardians of the employee's spouse, an individual who is a permanent resident in the employee's home, and any person for whom the employee has specific legal responsibility.

~~Three (3) days of bereavement leave may be taken for death in the immediate family (as defined above). Bereavement leave will be granted per occurrence, and will not be accumulated. Sick leave may be taken for extended bereavement leave.~~

Coordinators are required to immediately notify the personnel office when sick leave is needed.

Upon returning from sick leave, the Coordinator shall complete a sick leave application indicating the reason for the absence. The Superintendent or designee may require a physician's statement concerning such absence.

If a Coordinator is released or leaves before the termination of the school year, the Coordinator shall be credited with only that portion of the days determined by the fractional portion of completed service. The final contractual payment shall be reduced by the appropriate number of contractual days pay for any days used over the allotted number.

All unused days earned shall be added to the Coordinator's sick leave reserve at the end of the fiscal year. An unlimited number of such sick days may be accumulated.

Any Coordinator who returns to the School District within three years after an absence, and who has not previously qualified for severance pay, shall have all of his previously earned and unused sick leave reinstated.

A Coordinator who willfully violates or misuses sick leave provisions or who misrepresents any statement or condition of the policy shall forfeit all accumulated sick leave and any further right under the policy until reinstated in good standing by the Board of Education.

Upon approval of the Superintendent or designee, Coordinators may use a day of sick leave to attend the funeral of someone close.

E. **Bereavement Leave**

Three (3) days of bereavement leave may be taken for death in the immediate family (as defined above in “E. Sick Leave”), and will not be deducted from the coordinator’s sick leave allocation. A coordinator who has exhausted all of their sick leave may request consideration from the Superintendent or designee for two (2) additional days of bereavement leave, for a maximum of five (5) days. This request may be made for up to two (2) occurrences in a school year. Bereavement leave will be granted per occurrence, and will not be accumulated. Sick leave may be taken for extended bereavement leave.

F. **Family and Medical Leave**

Administration of family and medical leaves of absence will be governed by the provisions of the Family and Medical Leave Act.

When a leave falls within the provision of the Family and Medical Leave Act, cost sharing for dental and health coverage in effect at the time the leave begins, will continue for the first twelve weeks, or until use of sick leave and sick leave bank benefits (when appropriate) is exhausted, whichever is longer. Thereafter the Coordinator will be required to pay the full amount if he/she wishes to remain an active participant in the programs.

G. **Worker's Compensation**

A Coordinator injured in an accident during duty hours must report the incident in writing to the immediate supervisor upon the occurrence of an injury or as soon thereafter as practicable.

1. A Coordinator injured in the line of duty shall receive such compensation and expenses as prescribed by the Worker's Compensation Act of South Dakota.
2. All worker's compensation payments shall be retained by the Coordinator. A Coordinator who has elected to use sick leave and has sufficient leave to cover the time absent from work shall receive his or her regular salary less any amount received for compensation, up to, but not in excess of his or her regular daily rate of pay. Any sick leave used for the period covered by the worker's compensation shall be returned to the Coordinator up to, but not in excess of the amount of the compensation payment.

H. **Additional Use of Sick Leave (Court Appearance)**

Each Coordinator, upon the approval of the Superintendent or designee, may be granted

the privilege of using a maximum of five days sick leave to cover absences due to a required appearance in a court of law, involving no moral turpitude on the part of the Coordinator, in a case in which the Coordinator is a party.

I. Personal Leave

Three (3) days sick leave may be taken for personal reasons each year, if approved **a minimum of two days** in advance. ~~by the Superintendent or designee.~~ One (1) additional day of personal leave shall be granted each year to a coordinator in their 4th, 5th, 6th and 7th year of employment. No more than seven (7) personal leave days may be used in any one year. Personal leave cannot be accumulated.

- a. One day of personal leave may be used to extend a scheduled school holiday one time per school year, with approval of the building principal.
- b. A second day of personal leave may be used to extend a holiday one time in a school calendar year upon approval of the Superintendent or designee.
- c. Leave may not be used on the first or last calendar day with students, to extend the Winter Holiday, or during Parent/Teacher Conference **Hours Days**.
- d. Use of personal leave is strongly discouraged during In-Service Days.
- e. Leave may not be requested more than 180 days in advance.

One (1) additional day of personal leave shall be granted to a Coordinator to take oral or written comprehensive examinations to complete a degree.

J. Court Witness and Jury Duty Leave - Reference [School Board GCBDC](#)

K. Military Leave - Reference [School Board Policy GCBDD](#)

L. Parental Leave

1. Upon written application to the Board, a parental leave of absence without pay shall be granted to a Coordinator for the purpose of childbearing and/or child rearing. A Coordinator who is pregnant shall notify her supervisor in writing, accompanied by her physician's written statement with the approximate date of expected birth, at least forty-five (45) days prior to date leave is to begin. She shall indicate in the written notification (1) whether she wishes to apply for a parental leave of absence prior to the birth of the child or continue working until she is no longer able to do so, (2) the requested commencement day (may be approximated)

- of a leave request, and (3) the desired length of any requested leave.
2. A parental leave of absence shall be for a maximum period of one year. However, on a written application made at least 45 days prior to the expiration of such leave, it shall be extended to the end of the current year.
 3. A Coordinator shall be entitled to take a parental leave beginning at any time after the commencement of pregnancy, provided such Coordinator makes written application for such leave to the Superintendent or designee, specifying the date such leave is requested to begin. Except in cases of emergency, the written application must be made at least thirty (30) calendar days prior to the date on which her leave is requested to begin. Unless the written notification of pregnancy provided for in part 1 hereof has been given, such application shall contain the information required in part 1 hereof.
 4. A pregnant Coordinator may continue in active employment as late into her pregnancy as she desires provided she is able to properly perform her required functions and duties. Physicians' statements may be required from time to time if the ability of the Coordinator to properly perform her required functions and duties becomes questionable.
 5. Within forty-five (45) days after childbirth, a Coordinator shall be entitled to use her sick leave not to exceed thirty (30) days.
 - a. The dates of such physical disability, exceeding thirty (30) days, for which payment under the sick leave policy is claimed, shall be verified in writing by a doctor. Certification of physical disability shall not in any way be associated with the care of the child, but only with the Coordinator's inability to perform her contractual duties.
 - b. Within the forty-five (45) day period, Coordinators qualifying for sick leave may also apply to use the Sick Leave Bank under the conditions described in this Handbook.
 6. A Coordinator shall be entitled upon written request to use up to thirty (30) days sick leave for the purpose of child rearing to begin at any time between the birth of their child and one year thereafter. Additional days taken will be parent leave without pay. Except in case of emergency, a Coordinator desiring such leave shall

make written application for such leave to the Superintendent or designee at least forty-five (45) days prior to the date on which such leave is to begin.

7. A Coordinator adopting a child shall be entitled to use up to thirty (30) sick leave for the purpose of child rearing (including time necessary to obtain custody of the child) to commence at any time during one year after receiving custody of said child. Additional days taken will be parental leave without pay. Except in an emergency or where the length of notification of receipt of custody does not permit, a Coordinator desiring such leave shall make written application for such leave to the Superintendent or designee at least forty-five (45) days prior to the date on which such leave is to begin.
8. The total number of sick days used for any coordinator shall not exceed thirty (30) total days per occurrence.
9. A Coordinator who is granted a parental leave of absence shall have the following reemployment rights:
 - a. If a parental leave does not extend beyond ninety (90) days, such Coordinator shall be reassigned to his or her original position, or to a position of like status and pay, upon giving forty-five (45) days advance written notice to the Superintendent or designee.
 - b. If a parental leave extends beyond ninety (90) days, upon giving ninety (90) days advance written notice to the Superintendent or designee of his or her desire to return to active employment, such Coordinator shall be assigned to the first available vacant position for which he or she is qualified, provided that if more than one Coordinator has given such notice, the Coordinator giving notice at the earliest date shall be assigned to such vacant position. If no such position becomes vacant during that current year, such Coordinator shall be reassigned to his or her original position or to a position of like status and pay at the commencement of the next school year.
10. Prior to return to employment from a parental leave, the Board may require that Coordinator's personal physician certify that the Coordinator is both physically and mentally ready to resume her regular duties. The Board may request an

additional physical examination at its expense by a physician of its own choosing.

11. If a parental leave is not for a period longer than one semester, reassignment shall be without loss of ordinary salary increments, but if such leave is for a longer period of time, such reassignment shall be without accumulation of such ordinary increments. While on leave, a Coordinator shall have the option to remain an active participant in: (a) the state retirement system by paying the entire amount which would have been otherwise paid by such Coordinator and the School District, and (b) the health and dental insurance program by continuing cost sharing for the first twelve weeks and thereafter by paying the entire amount. The administration of parental leaves shall comply with the provisions of the Family and Medical Leave Act.
12. A Coordinator on parental leave of absence shall not be denied the opportunity to substitute in the School District by reason of the fact that she or he is on such leave of absence.

SICK LEAVE BANK

SICK LEAVE BANK

Eligible employees who are in their second consecutive contracted year of employment by the District will be given the opportunity to enroll in a voluntary sick leave bank under the following conditions and provisions:

1. Employees shall become eligible to join the sick leave bank on their one year anniversary date with a minimum of one day sick leave accumulated on that date. The 30-day period following completion of the one year of employment shall be the only sick leave bank enrollment opportunity. For the 2018-19 school year, there will be a special open enrollment for existing employees who are eligible to participate in the sick leave bank.
2. Each participating employee shall contribute one day (hours equal to the number of hours worked) of sick leave per year to the bank for three (3) years. Eligible employees declining to become participants in the bank within 30 days of their 1st anniversary date shall be ineligible for participation later.
3. When the sick leave bank balance reaches 4,000 hours, participating employees

will discontinue contributing to the bank. If the balance of the bank drops below 2,400 hours, all members will contribute again until 4,000 hours are reached. New participants in the sick leave bank must contribute for three (3) years regardless of the total number of hours/days in the bank. Current participating employees who have already contributed for more than three (3) years will be grandfathered in and eligible to receive up to seven (7) additional days added to the maximum thirty (30) days available to use based upon the number of years, he/she has contributed in excess of the three (3) years.

4. This pool is for the protection of individual participating employees during a long-term extended illness or disability of the employee only (illness or disability of a family member does not qualify) causing an absence from regularly assigned duties which extends more than five (5) duty days beyond the number of sick leave days which an individual participating employee has accumulated (there shall be one five (5) day waiting period per illness or disability. The five days need not be consecutive. Use of this pool will begin on the sixth duty day after an individual's accumulated sick leave days have been exhausted, at which time the participating employees may draw up to 30 days of sick leave from the bank. Use of pool days by participants shall not be limited to the fiscal year in which the illness or disability causing the long-term absence from regularly assigned duties began. Individuals with annual leave will not be required to exhaust their annual leave account before using the sick leave bank. However, annual leave may not be substituted for the five (5) day waiting period.
5. Administration of the bank will be handled by the District Personnel Office. All requests for use of the bank must be submitted in writing to the Personnel Office and must be approved by the Superintendent or designee. The request must be supported by the written statement from the employee's personal physician that states the specific long-term extended illness or disability causing the absence and the duration of the absence. The absence for which the pool days are requested must be of such nature that absence is unavoidable during the school year and absence from duties is necessitated. Should loss of pay inadvertently occur through late notification, such loss shall be restored in the next pay period

following approval of the request for use of pool days.

6. Persons withdrawing days from the bank are not required to replace these days except as a regular contributing member of the bank. A person resigning, retiring, withdrawing from membership in the bank or declining to make contributions as required, shall not be able to withdraw previously contributed days.
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 is ended for that year. Unused days in the bank shall be carried over to the next succeeding school year.
8. Remuneration from the bank shall be based on the per diem rate for the individual participant for the applicable fiscal year.
9. The Business Manager shall conduct an annual audit of the Sick Leave Bank.

INSURANCE PROGRAM

A. Health and Life Insurance

The Board of Education shall provide a group health and life insurance plan for all eligible Coordinators electing to be covered by such insurance. For those Coordinators electing to be covered, such plan shall include a \$10,000 term life insurance coverage, \$6,000 for Coordinator's spouse, and \$2,000 for each dependent child.

The contribution of the Board to such insurance plan shall be \$599 per month for a family (employee and qualified dependents) plan, \$599 per month for a single (employee only) plan, \$599 for an employee + dependent(s) plan, and \$599 for an employee + spouse plan. If any plan costs less than the \$599 the Board contributes, the remaining amount shall be contributed to an eligible Health (HSA) if available. No employee shall receive a combined benefit for health insurance and a contribution to an eligible HSA that is greater than \$599 per month. All Coordinators shall be free to elect the family plan, employee + dependent(s) plan, employee + spouse plan, the single plan, or may elect to have no coverage under the plan.

B. Dental Insurance

The Board of Education agrees to provide group dental insurance for each full-time and half-time Coordinator (single coverage). An individual Coordinator shall have the

option of adding dependent coverage at his/her own expense, by completing in writing an authorization for payroll deduction. The coverage and terms of the group dental plan shall be determined by the Board of Education and shall be set forth in the Master Policy on file in the District Business Office.

EVALUATION OF COORDINATORS

Coordinators will be evaluated by the hiring supervisor using input from other appropriate supervisory staff.

Evaluations must be discussed with the employee. The district evaluation process ([Board Policy GDN](#)) will be used for all Coordinators as follows:

1. New employees will be evaluated during or at the end of the first three (3) months.
2. Employees will be evaluated every other year or more as needed.

STAFF COMPLAINTS AND GRIEVANCE PROCEDURES

[Board Policy GBM](#) and [Administrative Regulations GBM-R](#) provide a procedure to secure solutions at the lowest possible administrative level to problems, which may arise. The process goes from the informal with the immediate supervisor through the formal procedure with the Board.

A. DEFINITIONS:

A "grievance" shall mean a complaint by an employee, or employees of the district, that there has been a violation, misinterpretation or inequitable application of any of the terms of this handbook, except that the term "grievance" shall not apply to any matter as to which (1) the method of review is prescribed by law, or (2) The Board is without authority to act.

An "aggrieved person" or "grievant" is an employee or employees asserting a grievance in writing.

A "party in interest" is a person who might be required to take action or against whom action might be taken in order to resolve a grievance.

B. PURPOSE:

Purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems, which may arise from time to time. Proceedings under the procedure will be kept as informal and confidential as may be appropriate at any level of the procedure. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with the immediate supervisor and to have the grievance adjusted, provided the adjustment is consistent with the terms of this handbook.

C. PROCEDURE:

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and reasonable efforts should be made to expedite the process. If the appropriate action is not taken by the employee within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. The time limit specified may be extended by mutual agreement, provided the time extension is requested within the time limits provided in the regulation.

If a coordinator does not file a grievance in writing with the supervisor within thirty (30) days after the coordinator knew, or should have known, of the act or condition on which the grievance is based, the grievance shall be considered as having been waived.

If a filed grievance cannot be finally resolved under the time limits set forth herein prior to the end of the school year, and which if left unresolved until the beginning of the following school year could result in irreparable harm to an aggrieved person or a party in interest, the time limits set forth herein will be reduced so the grievance procedure may be concluded prior to the end of the school year or as soon thereafter as is practicable.

Informal Procedures:

A grievance will be discussed with the grievant's immediate supervisor with the objective of resolving the matter informally, at which time the grievant may discuss the grievance personally or request that a representative be present and/or act on his/her behalf.

Level 1:

A grievant not satisfied with the disposition of his/her problem through informal procedures shall submit the grievance in writing on an Employee Grievance form ([GBM-E](#),

[S-423](#)). Signed copies of the written Employee Grievance form shall be delivered by the coordinator to each of the following: supervisor, Superintendent or designee and the president of the Board of Education.

The administrator within ten (10) days of the filing of the grievance shall render his/her decision in writing to the aggrieved person.

Level 2:

A grievant not satisfied with the disposition of the grievance at Level 1, or if no decision is rendered within ten (10) days after the presentation of the grievance, may file the grievance in writing with the Superintendent or designee within ten (10) days after the grievance decision has been rendered at Level 1 or within twenty (20) days after the grievance was presented at Level 1, whichever is sooner. The Superintendent or designee or designees, will represent the administration at Level 2 of the grievance procedure. The Superintendent, or designee or designees, shall meet with the grievant and parties in interest in an effort to resolve the grievance. Within ten (10) days after said meeting the Superintendent, or designee or designees, shall render a decision in writing to the grievant.

Level 3:

If the aggrieved person is not satisfied with the disposition of the grievance at Level 2, or if no decision has been rendered within ten (10) days after the Level 2 hearing, the grievant may file the grievance in writing with the Board of Education within ten (10) days after the grievance decision has been rendered at Level 2 or within twenty (20) days after the grievance was presented at Level 2, whichever is sooner. The Board will hold a hearing on the grievance within twenty (20) days. Within ten (10) days after the hearing, the Board shall render its decision in writing to the aggrieved party.

Level 4:

The grievant, if not satisfied with the disposition of the grievance at Level 3, or if no decision has been rendered within ten (10) days after the Board of Education has heard the grievance, may within ten (10) days thereafter initiate an appeal to the Department of Labor. Said Secretary shall conduct an investigation and hearing and shall issue an order covering the points

raised, which order shall be binding on the employees and the Board of Education. The investigation and hearing conducted by said Secretary shall be conducted in accordance with the rules and regulations of said Secretary. It is specifically and expressly understood and agreed that taking an appeal to said Secretary constitutes an election of remedies and a waiver of all rights by the appealing party or parties and/or representatives to litigate or otherwise contest the appealed subject matter in any court under [SDCL 13-46](#), except in the form of an appeal from the decision of the Department of Labor as provided in [1-26](#).

Rights of Employee to Representation

- A. There shall be no discrimination of any kind by any party against any other participant in the grievance procedure by reason of such participation.
- B. Any aggrieved person or party in interest may be represented at any level of the grievance procedure by a person or persons of his own choosing.

Miscellaneous Provisions

- A. If a grievance affects a group of employees from more than one function, such grievance may be submitted in writing directly to the Superintendent's Office, and the processing of such grievance may be commenced at Level 2.
- B. To facilitate the operation of the grievance procedure, necessary forms for filing, serving notices, making appeals and other necessary documents will be jointly prepared and distributed by the Superintendent and the grievant's representative.
- C. All documents and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
- D. The Board and the grievant shall make available to one another all pertinent information, not privilege under law, in their possession or control which is relevant to the issues raised by the grievance.
- E. When it is necessary for a representative or representatives, the grievant or a party in interest to attend a grievance hearing called during the school day, the Superintendent's Office shall notify the supervisor of such representatives and they shall be released without loss of pay for such time as their attendance is required at such meeting or hearing.

- F. No grievance shall be recognized unless it has been presented at the appropriate level within thirty (30) days after the grievant knew, or should have known, of the act or condition on which the grievance is based, and, if not so presented, the grievance will be considered waived, provided that a grievance filed under the first paragraph of Miscellaneous Provisions hereof shall not be recognized at Level 2 unless it shall have been filed with the Superintendent's Office within at least forty-five (45) days after the act or condition upon which it is based occurred.
- G. Employees voluntarily terminating employment will have their grievances immediately withdrawn and will not benefit by any later settlement of any grievance.
- H. Except where otherwise provided in this policy, the term "days" shall refer to calendar days.

COORDINATOR’S AUTHORIZATION TO HIRE

- A. All individual authorizations to hire with Coordinators employed by the Board, and covered by this Handbook, shall be in writing and signed by the Coordinator.
- B. Unless otherwise specified in the written authorization to hire, the salary shall be paid in twenty-four semi-monthly payments.

LENGTH OF COORDINATOR CONTRACTS

The length of the employment term for Coordinators is based upon the following work year minimums with the specific starting date determined by the immediate supervisor in consultation with the supervisee:

- 226 days **School Nutrition** ~~Food Service~~ Coordinator
- 226 days Building & Grounds Coordinator
- 236 days **Information** Technology Coordinator
- 226 days Transportation Coordinator
- 231 days Communications Coordinator

CONTRACT IMPLEMENTATION

A. Contract Term:

1. Coordinator contract year will begin July 1 and end June 30.
2. All Coordinators are responsible for working all days needed to fulfill contract obligations.
3. All Coordinator contract days must be completed by June 30.
4. All Coordinators must receive approval from the Superintendent's Office when working additional contractual days.
5. Coordinators under contract for 200 –220 will be paid for the following holidays: Labor Day, Native American Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, President's Day, Good Friday and Memorial Day.
6. Coordinators under contract for more than 220 days will be paid for the following holidays: Labor Day, Native American Day, Veteran's Day, Thanksgiving Day and the following Friday, Christmas Day and one additional day, New Year's Day and one additional day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day.
7. All Coordinators will be paid one additional floating holiday.

B. Work Year:

Days beyond the established minimum work year must be approved in advance by the Superintendent or designee and the Board of Education.

C. Switch Days:

1. **To Work a Non-Contract Day**
Each coordinator is allowed a maximum of 6 days or 48 hours of switch time per contract year. Coordinators will be provided a switch time log to record accrued and used switch time hours and will notify the supervisor for approval to use switch time hours. Switch logs will be reviewed, signed and submitted on a quarterly basis to human resources by supervisors.

ASSIGNMENT AND TRANSFER

Per Board Policy GCI PROFESSIONAL STAFF ASSIGNMENTS AND TRANSFERS, the assignment and transfer of coordinators to positions in other schools of the District or within the coordinator's assigned field will be made by the Superintendent or administrative designee giving consideration, but not limited to the following criteria:

- 1. The best interest of the district.**
- 2. The contribution that the coordinator would make to students in the new assignment.**
- 3. The qualifications of the coordinator as compared to those of other candidates for the position to be filled.**
- 4. The opportunity for professional growth.**
- 5. The desire of the coordinator regarding the new assignment.**
- 6. The length of service in the school district.**
- 7. The availability of a qualified replacement for the position vacated by the transferring coordinator.**

“Vacancy” is defined as an open position, identified by the District as a result of a newly created position, transfer, promotion, termination, or long-term leave that extends through the end of the school year. Position vacancies that are posted shall reflect a description of the position, qualifications, and whether the position is full or part time, and shall be advertised, for qualified in-district candidates, for a period of not less than 5 calendar days.

A. Assignments:

“Assignment” is defined as a change of position, subject matter or grade level, or building, initiated by the superintendent or administrative designee, that may additionally change the coordinator’s building, contracted classification, or assigned administrator for evaluation.

Each coordinator of the Board of Education shall be assigned to a specific position at the direction of the Superintendent or designee and may be transferred to any other position as the Superintendent or administrative designee may direct.

Assignments may be at the initiative of the Superintendent or designee for any purpose, which, in the judgment of the Superintendent or designee, is for the welfare of the employee or the schools. An administrative assignment shall be made only after a conference between the coordinator involved and the Superintendent or designee at which time the coordinator will be notified of the reason therefore.

B. Transfers: Administrative to Administrative Position.

“Transfer” is defined as a requested change of duty, subject matter or grade level, initiated by the coordinator, that may change the coordinator’s building, contracted classification, assigned administrator for evaluation, or is the result of interest in any district vacancy.

~~A coordinator may request a transfer; however, a new coordinator must have spent at least one (1) year in a position before requesting a transfer.~~ In the determination of requests for transfer, the convenience and wishes of the individual coordinator will be honored to the extent that they do not conflict with the instructional requirements and best interests of the School District. If more than one coordinator has applied for the same position, the coordinator determined to best serve the needs of the school district shall be appointed.

Any coordinator desiring a transfer shall submit a Transfer Request Form between January 1 and February 1 to Human Resources. Such a request shall include the grade or subject to which he/she desires to be transferred, in order of preference. Transfer Request Forms may be submitted to Human Resources after February 1 if there is a specific vacancy for which he/she wishes to be considered.

Coordinators having pending transfer requests may obtain information as to any such vacancies by consulting the postings on the district website.

Upon written request, coordinators shall be notified in writing of the disposition of their requests for transfer, including the reasons for the disposition.

DISMISSAL AND SUSPENSION

- A. The Board of Education may dismiss any Coordinator at any time for just cause, including breach of contract, poor performance, incompetency, gross immorality, unprofessional conduct, insubordination, neglect of duty, or the violation of any policy or regulation of the school district. If a coordinator is terminated for cause, he/she is no longer entitled to accrued benefits.
- B. Whenever the Board contemplates the dismissal of a Coordinator such Coordinator shall first be temporarily disengaged from his/her responsibilities, notified in writing of the reasons for such contemplated dismissal and advised that he/she has fifteen (15) days in which to request a hearing before the Board of Education. If no hearing is requested within such fifteen (15) day period, the contemplated dismissal shall become final. Upon written request received within such fifteen (15) day period, an executive session hearing before the Board of Education shall be held within seven (7) days thereafter. At such hearing, the Coordinator shall have the right to hear the evidence against him/her, cross-examine any person who has made charges against him/her and present evidence and testimony on his own behalf and shall have the right to counsel of his/her own choosing. Within five (5) working days after the hearing, the Board shall render its final decision and notify the Coordinator of its decision in writing. The Coordinator shall have the right of appeal as provided in South Dakota State Statutes.
- C. No Coordinator shall be suspended or reduced in rank or compensation without just cause. Any such action may be subject to grievance.

PERSONNEL FILES

- A. While employed by the Douglas School District, a Coordinator shall have the right, upon request, to review the non-confidential contents of his/her personnel file (except confidential placement papers) maintained in the central office and to receive copies at his/her own expense of any documents contained therein. A Coordinator shall be entitled to have a representative accompany him/her during such review. Once per school year, a

Coordinator shall have the right to indicate those documents or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate to retain. Such documents shall be reviewed by the Superintendent or his/her designee, and if the Coordinator and the Superintendent or his/her designee agree that they are obsolete or otherwise inappropriate to retain, they shall be destroyed.

- B. No material which is derogatory to a Coordinator's conduct, service, character or personality shall be placed in his/her personnel file unless the Coordinator has received a copy. The Coordinator shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed. (Signature of the copy does not imply agreement with the document's contents; it merely indicates that the document's contents have been viewed by the Coordinator and discussed.) A Coordinator also has the right to submit a written response to the document. Such responses will be reviewed by the Superintendent or designee and attached to the file copy.
- C. The personnel file in the Central Office shall contain employment data, credentials, letters/notes of commendation or reprimand, evaluations, and other relevant information.

SEVERANCE PAY

- A. Upon retirement or upon death (having reached the age provided herein and having the corresponding number of years of employment), such Coordinators will be paid for one-half of their accumulated sick leave.
- B. Any Coordinator as above designated having reached the minimum age of forty- five (45) years and having been employed in the Douglas Schools for the minimum of ten (10) years shall be paid one half of his or her accumulated sick leave upon terminating his or her employment in the Douglas Schools. If resignation occurs during the school year, such resignation must be appropriately approved.
- C. The amount of sick leave pay under this policy will be determined by the average of the Coordinator's daily rate of pay over the five-year period immediately preceding retirement. One half of the sick leave balance to be paid out by June 21. The Special Pay Plan provided by the South Dakota Retirement System (SDRS) and approved by the Douglas School District Board of Education will be mandatory if the Coordinator is age

55 or older and payout is \$600.00 or more up to a maximum allowed by SDRS.

- D. If a full-time Coordinator retires and will be completing his/her contract as of June 30, the remaining contract payment will be included in the final June 21st payroll.

STUDENT DISCIPLINE AND COORDINATOR PROTECTION

Assault Upon Coordinators:

1. Coordinators shall immediately report cases of assault suffered by them in connection with their employment to the Superintendent or other immediate supervisor. Such report shall be reduced to writing by the Coordinator as soon as reasonably possible.
2. Such notification shall be immediately forwarded to the Superintendent or designee, and following the incident, the Superintendent, or his designee, and the Coordinator shall comply with any reasonable request from the other for information in their possession relating to the incident or the persons involved.

MISCELLANEOUS PROVISION

Savings Clause

If any provision of this Agreement or any application of the Agreement to any Coordinator or group of Coordinators shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Modifications

This handbook is in force during the current contract year only and may be amended or altered at the sole discretion of the Douglas Board of Education for the ensuing contract year.

PROGRAM COORDINATOR'S SALARY SCHEDULE 2024-25

Salary based on the following five FACTORS:

Daily Rate Formula: (Salary Base + Experience + Responsibility) divided by 220
Salary = Daily Rate multiplied by number of contract days

FACTOR I – SALARY BASE

Salary Base = **\$59,750**

FACTOR II – EXPERIENCE

Experience is credited on the basis of a full year of related experience.
Compensation for experience is based on the following schedule:

<u>Experience</u>	<u>\$ Value</u>
0	-0-
1 year	400
2 years	800
3 years	1200
4 years	1600
5 years	2000
6 years	2400

FACTOR III – EDUCATION

A high school diploma or equivalent is a requirement for a coordinator's position.
Compensation for education is determined according to the following schedule:

<u>Education</u>	<u>\$</u>
<u>Value</u>	
High School Diploma	0
Associates Degree	800
Bachelors Degree	1000
Masters Degree	1200
Technical Training	To Be Determined

FACTOR IV – RESPONSIBILITY

This factor is based on the number of full-time employees (FTE) supervised.

<u>Employees Supervised</u>	<u>\$ Value</u>
0 to 5	750
6 to 10	1500

1 to 20	2250
Over 20	3000

FACTOR V – LENGTH OF CONTRACT

1. All FACTORS are based on 220 days of employment.
2. Days of contract beyond 220 days are based on daily rate

FACTOR VI - LONGEVITY FACTOR

Employed 10 years at Douglas in current position	\$ 2,500.00
Employed 15 years at Douglas in current position	\$ 5,000.00
Employed 20 years at Douglas in current position	\$ 7,500.00
Employed 25 years at Douglas in current position	\$10,000.00
Employed 30 years at Douglas in current position	\$12,500.00



Administrators Handbook

2024-25

Discrimination Prohibited

Equal Opportunity Employment

It is the policy of the Douglas School District 51-1 that no employee shall be discriminated against on the basis of race, color, creed, religion, age, sex, gender, pregnancy, gender identity, sexual orientation, disability, national origin, ancestry or veteran status in any program, service or activity for which the Douglas School District is responsible as required by Title IX, Public Law 93-112, Section 504, and other state and federal laws. Every available opportunity will be taken to assure that each applicant for a position is selected on the basis of qualifications, merit and ability.

Title IX Policy Notification Statement

The Douglas School District does not discriminate in its employment policies and practices, or in delivery of its educational programs or services on the basis of race, color, creed, religion, age, sex, gender, pregnancy, gender identity, sexual orientation, disability, national origin, ancestry or veteran status.

Concerns regarding Title IX of the Education Amendments of 1972 should be directed to **Mr. Bud Gusse**, Executive Director of Operational Support Services, Douglas School District 51-1, 400 Patriot Drive, Box Elder, SD 57719 (605) 923-0000.

Inquiries concerning the applications of Title VI Civil Rights Act of 1964 may be referred to Executive Director of Secondary Academics, Douglas School District 51-1, 400 Patriot Drive, Box Elder, SD 57719, (605)923-0000. Section 504 of the Rehabilitation Act of 1973, as amended, may be referred to Director of Special Education Services, Douglas School District 51-1, 421 Don Williams Drive, Box Elder SD 57719, (605) 923-0013.

For additional information contact Office for Civil Rights, U.S. Department of Education, Office for Civil Rights, 1010 Walnut Street, 3rd Floor, Suite 320, Kansas City, Missouri 64106. Phone: (816) 268-0550; TDD: (800) 877-8339; Fax: (816) 268-0559. E-mail OCR.KansasCity@ed.gov

TABLE OF CONTENTS

ADMINISTRATOR DRESS CODE	4
ADMINISTRATORS SALARY SCHEDULE	31
ASSIGNMENT AND TRANSFER	23
CONTRACT IMPLEMENTATION	22
DISMISSAL AND SUSPENSION	25
EVALUATION OF ADMINISTRATORS & DIRECTORS	15
GRIEVANCE PROCEDURES	17
INDIVIDUAL ADMINISTRATOR'S CONTRACTS	21
INSURANCE PROGRAM	14
INTRODUCTION	3
LEAVES OF ABSENCE	5
SHORT LEAVE WITHOUT PAY	5
PROFESSIONAL LEAVE	6
SICK LEAVE	6
BEREAVEMENT LEAVE	7
FAMILY AND MEDICAL LEAVE	8
WORKER'S COMPENSATION	8
ADDITIONAL USE OF SICK LEAVE (Court Appearance)	8
PERSONAL LEAVE	8
COURT WITNESS AND JURY DUTY LEAVE	9
PARENTAL LEAVE	9
SABBATICAL LEAVE	12
LENGTH OF ADMINISTRATIVE CONTRACTS	21
MEDICAL EXAMINATION	6
MISCELLANEOUS PROVISION	30
PERSONNEL FILES	26
PUBLIC COMPLAINT ABOUT AN ADMINISTRATOR	20
REQUEST FOR REVIEW	20
SICK LEAVE BANK	13
STUDENT DISCIPLINE AND ADMINISTRATOR PROTECTION	29
VOLUNTARY SEPARATION PLAN	26

INTRODUCTION

The Administrators Handbook contains general working benefits for administrators in the Douglas School District as determined by the Board of Education. Any additional terms, conditions, or benefits will be specified in the administrator's individual contract. The Superintendent, Business Manager, Executive Director of Elementary Academics, Executive Director of Secondary Academics, and Executive Director of Operational Support Services receive all benefits provided by the Administrators Handbook except when board policy and/or language in the individual's contract directs otherwise, effective the 2000-01 contract year.

Definition of an Administrator:

An administrator is an individual who has direct or delegated responsibility for decision-making in the following areas: personnel, curriculum and policies. This includes all Principals, Assistant Principals, Dean of Students, Activities Directors, Director of Special Education Services, Executive Director of Elementary Academics, Executive Director of Secondary Academics, Executive Director of Operational Support Services, Business Manager, and Superintendent.

Education: M.A., M.A. + 30, M.A. + 60, or Ed.D. or Ph.D.

All credit hours beyond the Master's degree must be based on graduate level courses. Half of the hours must be in the area of responsibility and half may be in related fields.

Experience:

Experience, to the extent allowable, shall be granted for continuous years outside or within the District in similar positions.

Definition:

The term "days", except where otherwise noted in this handbook, shall refer to calendar days.

ADMINISTRATOR DRESS CODE

Reference District [Board Policy Regulation GBCB-R](#)

MEDICAL EXAMINATION

1. If at any time there is reasonable cause to believe that an administrator is suffering from an illness detrimental to the health of the pupils, the Board of Education may require a certification of health. The expense of obtaining additional certifications of health will be borne by the School District.
2. An administrator of the Board of Education who is not able to return to duty on the day following ten (10) days of illness or injury may be required to present a certificate of ableness to the Superintendent or designee upon return to work. This certificate shall be made out by a physician authorized to practice medicine under the laws of the State of South Dakota.
3. An administrator who has been absent because of a nervous disorder must present a satisfactory report from a physician authorized to practice medicine under the laws of the State. In addition, the administrator may be required to submit to an examination to provide a medical report secured from the School District's designated physician at the expense of the School District.

LEAVES OF ABSENCE

A. Extended Leave of Absence

A leave of absence without compensation may be granted to certified administrators for a period not to exceed one year. Requests for leave must ordinarily be submitted in writing to the Board of Education no later than March 1 during the school year preceding the year in which the leave of absence is desired. Requests received after March 1 may be granted provided, in the judgment of the Board, a suitable replacement can be found. Except in cases of emergency, the request for leave of absence must be submitted at least forty-five (45) days prior to the date upon which the requested leave is requested to begin and must contain the purpose and length of the proposed absence. Request shall be acted upon within a reasonable time, not exceeding forty- five (45) days. A copy of this leave provision shall be given to the administrator when a leave is granted.

While on leave an administrator shall have the option to remain an active participant in the state retirement system and the health and dental insurance programs of the School District by paying the entire amount which would have been otherwise paid by such administrator and the School District.

An administrator desiring to return from such leave shall give written notice of a desire to return to employment no later than **February 1** ~~March 1~~ of the year in which he/she is on leave. ~~and provided such written notice is given, such administrator shall be restored to his/her former position or one of comparable status.~~ If the leave extends for a period of less than one year, the employee shall give ninety (90) days written notice of a desire to return from such leave at the end of the term thereof, ~~and provided such written notice is given, he/she shall be restored to his/her former position or to another vacant administrative position for which the administrator is qualified.~~ **Upon return to work, the district shall place the employee in his/her same position or an equivalent position for which they are qualified. (Equivalent position as it relates to step, lane, and salary with equivalent pay, corresponding benefits and other terms and conditions of employment.)**

Scheduled increments, salary adjustment, and other credits are not allowed for leaves of absence.

B. Short Leave without Pay

The Superintendent may grant leaves of absence without pay to administrators for personal reasons. Requests for leave without pay must be approved by the Superintendent and the Board

of Education and must include the reason for the request. All applicable leave must be used before leave without pay is granted when/if applicable; ie. all sick leave must be used before leave without pay is granted when sick.

C. Professional Leave

The Superintendent may approve a limited amount of professional leave, with or without pay, and with or without expenses, for attendance at meetings of local, state or national professional organizations, workshops, conferences and school visitations, subject to the following considerations:

- i. The leave is in the best interest of the Douglas School District and relates to the administrator's professional interests or leadership position in local, state or national educational organizations.
- ii. The request for leave must be directly associated with educational activities.
- iii. Approval for professional leave will be contingent on the availability of sufficient funds.
- iv. Priority will be given to professional leave applications of administrators who:
 1. Submit them first.
 2. Hold local, state, and/or national offices in educational professional organizations.
 3. Have not been granted professional leave in excess of five (5) days during the preceding three years.

Upon request of the Superintendent, the administrator shall file a report on the activities of the conference with any recommendations.

If an administrator holds a leadership position in a major state educational organization, he/she may be granted up to thirty (30) days of professional leave without pay during each twelve-month period. No expenses will be provided.

D. Sick Leave

Sick leave is provided to all full-time and half-time administrators of the Douglas School District. All administrators under contract shall receive 15 days of sick leave (200 and under receive 12) on the first day of service each year unless they are employed after the beginning of the school term, in which case the sick leave shall be prorated accordingly. These 15/12 days shall represent all the administrator's sick leave for that year, subject to the accumulation provisions hereof. Sick leave may be taken for personal illness, injury or other physical disability (including pregnancy-related disability) and for illness in the immediate family. Immediate family is defined as employee's spouse, mother, stepmother, father, stepfather, legal

guardian, children, stepchildren, son-in-law, daughter-in-law, grandchildren, brother, stepbrother, brother-in-law, sister, stepsister, sister-in law, aunts, great-aunts, uncles, great-uncles, nieces, nephews, grandparents, the parents/legal guardians and grandparents of the administrator's spouse, an individual who is a permanent resident in the employee's home, and any person for whom the employee has specific legal responsibility.

~~Three (3) days of bereavement leave may be taken for death in the immediate family (as defined above). Bereavement leave will be granted per occurrence, and will not be accumulated. Sick leave may be taken for extended bereavement leave.~~

Administrators are required to immediately notify the personnel office when sick leave is needed.

Upon returning from sick leave, the administrator shall complete a sick leave application indicating the reason for the absence. The Superintendent or designee may require a physician's statement concerning such absence.

If an administrator is released or leaves before the termination of the school year, the administrator shall be credited with only that portion of the 15 (or 12) days determined by the fractional portion of completed service. The final contractual payment shall be reduced by the appropriate number of contractual days pay for any days used over the allotted number.

All unused days earned shall be added to the administrator's sick leave reserve at the end of the fiscal year. An unlimited number of such sick days may be accumulated.

Any administrator who returns to the School District within three years after an absence, and who has not previously qualified for severance pay, shall have all of his/her previously earned and unused sick leave reinstated.

An administrator who willfully violates or misuses sick leave provisions or who misrepresents any statement or condition of the policy shall forfeit all accumulated sick leave and any further right under the policy until reinstated in good standing by the Board of Education.

Upon approval of the Superintendent or designee, administrators may use a day of sick leave to attend the funeral of someone close.

E. Bereavement Leave

Three (3) days of bereavement leave may be taken for death in the immediate family (as defined above in "E. Sick Leave"), and will not be deducted from the employee's sick leave allocation. An employee who has exhausted all of their sick leave may request consideration from the Superintendent or designee for two (2) additional days of bereavement leave, for a

maximum of five (5) days. This request may be made for up to two (2) occurrences in a school year. Bereavement leave will be granted per occurrence, and will not be accumulated. Sick leave may be taken for extended bereavement leave.

F. Family and Medical Leave

Administration of family and medical leaves of absence will be governed by the provisions of the Family and Medical Leave Act. Reference [Board Policy GCBDE—Family and Medical Leave](#) and [Administrative Regulation GCBDE-R - Family and Medical Leave](#) Procedures (FMLA).

G. Worker's Compensation

An administrator injured in an accident during duty hours must report the incident in writing to the immediate supervisor upon the occurrence of an injury or as soon thereafter as practicable.

1. An administrator injured in the line of duty shall receive such compensation and expenses as prescribed by the Worker's Compensation Act of South Dakota.
2. All worker's compensation payments shall be retained by the administrator. An administrator who has elected to use sick leave and has sufficient leave to cover the time absent from work shall receive his or her regular salary less any amount received for compensation, up to, but not in excess of his or her regular daily rate of pay. Any sick leave used for the period covered by the worker's compensation shall be returned to the administrator up to, but not in excess of the amount of the compensation payment.

H. Additional Use of Sick Leave (Court Appearance)

Each administrator, upon the approval of the Superintendent or designee, may be granted the privilege of using a maximum of five days sick leave to cover absences due to a required appearance in a court of law, involving no moral turpitude on the part of the administrator, in a case in which the administrator is a party.

I. Personal Leave

Three (3) days of sick leave may be taken for personal reasons each year ~~except to extend a scheduled school holiday, listed in the School Calendar,~~ if approved **a minimum of two days** in advance ~~(preferably two days in advance)~~ by the Superintendent of schools or his/her designee. One (1) additional day of personal leave shall be granted each year to an administrator in their

4th, 5th, 6th and 7th year of employment. No more than seven (7) personal leave days may be used in any one year with the exception of an administrator taking an oral or written comprehensive examination to complete a degree.

- a. One day of personal leave may be used to extend a scheduled school holiday one time per year, with approval of the building principal.
- b. A second day of personal leave may be used to extend a holiday one time in a school calendar year upon approval of the Superintendent or designee.
- c. Leave may not be used on the first or last calendar day with students, to extend the Winter Holiday, or during Parent/Teacher Conference **Hours Days**.
- d. Use of personal leave is strongly discouraged during Inservice Days.
- e. Leave may not be requested more than 180 days in advance.

The Superintendent or designee may grant personal leave in emergency situations and the decision to do so is a non-precedent setting nor grievable.

One (1) additional day of personal leave shall be granted to an administrator to take oral or written comprehensive examinations to complete a degree.

Personal leave cannot be accumulated.

J. Court Witness and Jury Duty Leave. Reference [Board Policy GCBDC](#)

K. Parental Leave

1. Upon written application to the Board, a parental leave of absence without pay shall be granted to an administrator for the purpose of childbearing and/or child rearing. An administrator who is pregnant shall notify her supervisor in writing, accompanied by her physician's written statement with the approximate date of expected birth, at least forty-five (45) days prior to date leave is to begin. She shall indicate in the written notification (1) whether she wishes to apply for a parental leave of absence prior to the birth of the child or continue working until she is no longer able to do so, (2) the requested commencement day (may be approximated) of a leave request, and (3) the desired length of any requested leave.
2. A parental leave of absence shall be for a maximum period of one year. However, on a written application made at least 45 days prior to the expiration of such leave, it shall be extended to the end of the current year.
3. An administrator shall be entitled to take a parental leave beginning at any time after

the commencement of pregnancy, provided such administrator makes written application for such leave to the Superintendent or designee, specifying the date such leave is requested to begin. Except in cases of emergency, the written application must be made at least thirty (30) days prior to the date on which her leave is requested to begin. Unless the written notification of pregnancy provided for in part 1 hereof has been given, such application shall contain the information required in part 1 hereof.

4. A pregnant administrator may continue in active employment as late into her pregnancy as she desires provided she is able to properly perform her required functions and duties. Physicians' statements may be required from time to time if the ability of the administrator to properly perform her required functions and duties becomes questionable.
5. Within forty-five (45) days after childbirth, an administrator shall be entitled to use her sick leave not to exceed thirty (30) days. The dates of such physical disability, exceeding thirty (30) days, for which payment under the sick leave policy is claimed, shall be verified in writing by a doctor. Certification of physical disability shall not in any way be associated with the care of the child, but only with the administrator's inability to perform her contractual duties. Within the forty-five (45) day period, administrators qualifying for sick leave may also apply to use the Sick Leave Bank under the conditions described in this Handbook.
6. An administrator shall be entitled upon written request to use up to thirty (30) days sick leave for the purpose of child rearing to begin at any time between the birth of their child and one year thereafter. Additional days taken will be parent leave without pay. Except in case of emergency, an administrator desiring such leave shall make written application for such leave to the Superintendent or designee at least forty-five (45) days prior to the date on which such leave is to begin.
7. An administrator adopting a child shall be entitled to use up to thirty (30) sick leave for the purpose of child rearing (including time necessary to obtain custody of the child) to commence at any time during one year after receiving custody of said child. Additional days taken will be parental leave without pay. Except in an emergency or where the length of notification of receipt of custody does not permit, an administrator desiring such leave shall make written application for such leave to the

Superintendent or designee at least forty-five (45) days prior to the date on which such leave is to begin.

8. The total number of sick days used for any administrator shall not exceed thirty (30) total days per occurrence.
9. An administrator who is granted a parental leave of absence shall have the following reemployment rights
 - a. If a parental leave does not extend beyond ninety (90) days, such administrator shall be reassigned to his or her original position, or to a position of like status and pay, upon giving forty-five (45) days advance written notice to the Superintendent or designee.
 - b. If a parental leave extends beyond ninety (90) days, upon giving ninety (90) days advance written notice to the Superintendent or designee of his/her desire to return to active employment, such administrator shall be assigned to the first available vacant position for which he/she is qualified, provided that if more than one administrator has given such notice, the administrator giving notice at the earliest date shall be assigned to such vacant position. If no such position becomes vacant during that current year, such administrator shall be reassigned to his/her original position or to a position of like status and pay at the commencement of the next school year.
10. Prior to returning to employment from a parental leave, the Board may require that administrator's personal physician certify that the administrator is both physically and mentally ready to resume her regular duties. The Board may request an additional physical examination at its expense by a physician of its own choosing.
11. If a parental leave is not for a period longer than one semester, reassignment shall be without loss of ordinary salary increments, but if such leave is for a longer period of time, such reassignment shall be without accumulation of such ordinary increments. While on leave an administrator shall have the option to remain an active participant in: (a) the state retirement system by paying the entire amount which would have been otherwise paid by such administrator and the School District, and (b) the health and dental insurance program by continuing cost sharing for the first twelve weeks and thereafter by paying the entire amount. The administration of parental leaves shall comply with the provisions of the Family and Medical Leave Act.

12. An administrator on parental leave of absence shall not be denied the opportunity to substitute in the School District by reason of the fact that she/he is on such leave of absence.

L. Sabbatical Leave

1. The Board of Education, upon the recommendation of the Superintendent, may grant a sabbatical leave to qualified administrators for the purposes of study, travel, and for such other purposes as may be approved by the Board of Education.
2. Upon the recommendation of the Superintendent, the Board of Education may grant a sabbatical leave to a contract administrator who has been employed at least six (6) consecutive years, and who has not had a sabbatical leave during the six (6) years immediately preceding. The leave granted shall not exceed two semesters.
3. An administrator on sabbatical leave shall receive as compensation during the period of absence one-half (1/2) of his/her regular scheduled salary, not to exceed one-half (1/2) of the master's degree maximum.
4. Compensation shall be paid at the same time as the other administrators of his/her professional rank. An administrator on sabbatical leave shall receive the scheduled increment and/or adjustments in salary the same as he/she would have received were he/she occupying his/her regular assignment.
5. While on leave, an administrator shall have the option to remain an active participant of the state retirement system, and the health and dental insurance programs of the School District by paying the entire amount which would have been otherwise paid by such administrator and the School District.
6. The number of persons given sabbatical leave in any year shall not exceed one administrator or director per year; provided, however, that the administrator given such leave in any year shall depend upon the financial condition of the School District and the amount of funds available to finance the program. The number of leaves granted shall be distributed throughout the District. If the number requesting sabbatical leave exceeds the number of leaves available as determined by the Board, the selection shall be based upon:
 - a. The estimated value of the plan to the individual and to the District.
 - b. The amount of seniority.
 - c. The length of time since the last sabbatical leave.

7. An administrator who receives a sabbatical leave shall agree to return to service with the Board of Education for a period of two (2) years. The administrator who fails to return to the District upon completion of his /her sabbatical leave shall refund compensation paid to him/her during the leave.
8. The administrator, upon returning from sabbatical leave, shall be restored to his/her former position or to one of at least comparable status.
9. The administrator, upon return from sabbatical leave, shall make such reports as may be designated by the superintendent.

SICK LEAVE BANK

Eligible administrators and directors including those employed in a certified position working a minimum of half time and at least 6 months a year who are in their second consecutive contracted year of employment by the District under the following conditions and provisions:

- A. Each participating administrator shall contribute one day of his/her sick leave per year for the first three years of participation and one-half day per year for each successive year to the bank. The deadline for sick leave bank enrollment shall be on September 15 of the employee's year of eligibility. Eligible administrators declining to become participants in the bank in any given year shall be ineligible for participation later. Once enrolled in the sick leave bank, the employee will remain an active member with automatic deductions made from their sick leave account each year unless requested in writing to the Personnel Office to be dropped from the bank.
- B. When the total balance of days in the bank exceeds 600 days, members will not be deducted the one-half day per year after the first three years.
- C. This pool is for the protection of individual participating certified employees including administrators and directors whose personal long-term extended illness or disability causes an absence from regularly assigned duties. The absence must extend more than five (5) duty days beyond the number of sick leave days, which an individual participating certified employee has accumulated. There shall be only one five (5) day waiting period per illness or disability. (The five (5) days need not be consecutive.) Use of this pool will begin on the sixth duty day after an individual's accumulated sick leave days have been exhausted, at

which time the participating certified employees may draw up to 30 days of sick leave from the bank. Use of pool days by participants shall not be limited to the school year in which the long-term extended illness or disability began.

- D. The dates of personal physical disability as defined in “Leaves of Absence” for which payment under the sick leave bank is claimed shall be verified by a doctor.
- E. Administration of the bank will be handled by the District Personnel Office. All requests for use of the bank must be submitted in writing to the Personnel Manager and must be approved by the Superintendent or designee. The request must be supported by a written statement from the employee's personal physician that states the specific long term extended illness or disability causing the absence and the duration of the absence. The absence for which pool days are requested must be of such nature that absence is unavoidable during the school year and absence from duties is necessitated. Should loss of pay inadvertently occur through late notification, such loss shall be restored in the next pay period following approval of the request for use of pool days.
- F. Administrators withdrawing days from the bank are not required to replace these days except as a regular contributing member in the bank. An administrator resigning, retiring, withdrawing from membership in the bank or declining to make contributions as required shall not be able to withdraw previously contributed days.
- G. 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 is ended for that year. Unused days in the bank shall be carried over to the next succeeding school year.
- H. Remuneration from the bank shall be based on the per diem rate for the individual participant for the applicable school year. The Personnel Office shall report the status of the bank, including the balance of days in the bank. The Business Manager shall conduct an annual audit of the sick leave bank.

INSURANCE PROGRAM

A. Health and Life Insurance

The Board of Education shall provide a group hospitalization and surgical insurance plan for all eligible administrators electing to be covered by such insurance. For those administrators electing to be covered, such a plan shall include a \$10,000 term life insurance coverage, \$6,000 for administrator’s spouse, and \$2,000 for each dependent child.

The contribution of the Board to such insurance plan shall be \$599 per month for a family (employee and qualified dependents) plan, \$599 per month for a single (employee only) plan, \$599 for an employee + dependent(s) plan, and \$599 for an employee + spouse plan. If any plan costs less than the \$599 the Board contributes, the remaining amount shall be contributed to an eligible Health Savings Account (HSA) if available. No employee shall receive a combined benefit for health insurance and a contribution to an eligible HSA that is greater than \$599 per month. All administrators shall be free to elect the family plan, employee + dependent(s) plan, employee + spouse plan, single plan or may elect to have no coverage under the plan.

B. Dental Insurance

The Board of Education agrees to provide group dental insurance for each full-time and half-time administrator (single coverage). An individual administrator shall have the option of adding dependent coverage at his/her own expense, by completing in writing an authorization for payroll deduction. The coverage and terms of the group dental plan shall be determined by the Board of Education and shall be set forth in the Master Policy on file in the District Business Office.

EVALUATION OF ADMINISTRATORS & DIRECTORS

The purpose of administrative evaluations is to improve the quality of education for the students of Douglas School District by effecting improvement in administrative leadership. To the degree possible, the evaluation process should focus on strengths and professional growth and should be a positive non-threatening experience.

The frequency of the evaluation shall be a minimum of one evaluation each year during the first two years of employment in the school district. After two years of employment, administrators will be evaluated at least once every other year.

The Superintendent or designee will evaluate principals and other administrators. The areas subject to evaluation are management techniques; staff relations; administrative/board relationships; community/public relations; personal qualities; professional skills, growth and conduct, and leadership. The administrator's job description should also be considered when conducting the

evaluation.

Evaluations are to be used by the school board to improve the quality of education and may be used in the determination of advancement, promotion, transfers, assignments and future employment.

A copy of the written evaluation will be given to the administrator. Each formal written evaluation will be accompanied by a conference between the evaluator and the administrator.

An administrator/director may request another person to accompany them at any step within the evaluation process.

When “does not meet expectations” is noted on the formal evaluation, the evaluator shall work with the administrator/director to develop a mutually agreed upon Plan for Improvement. The superintendent or designee shall assist in the development of the Plan for Improvement. A Plan for Improvement may extend into the following year. It is very important for the administrator/ director to successfully complete the Plan for Improvement, as failure to do so may result in dismissal.

Evaluations are to be completed before the third Monday in March. The recommendation portion of the staff evaluation form need only be completed for the second semester evaluation and shall be checked in one of three categories:

- ... Recommended for Employment
- ... Recommended with Qualifications for Employment
- ... Not Recommended for Employment

When the evaluation “Recommended with Qualifications” is contemplated, the administrator/director involved shall be apprised of the evaluation in a conference to be held before the third Monday in March. The administrator/director shall be advised in writing relative to areas in which improvement is necessary. Before an administrator/director is given the evaluation “Not Recommended”, the evaluator conducting the evaluation shall have a minimum of two conferences with the administrator/director relative to the areas of weakness. The first of these conferences shall be held by or before the end of the first semester. The basis and reason for the evaluation shall be discussed and a Plan for Improvement developed. If an administrator/ director receives the evaluation “Recommended with Qualifications” or “Not Recommended”, he/she may file a request with the Superintendent for a conference regarding the evaluation. Within five (5) working days after receiving such a request, the Superintendent or his designee shall meet with the administrator/director to discuss the evaluation.

GRIEVANCE PROCEDURES
(Board Policy Regulation GBM-R)

A. Definition

1. A "grievance" shall mean a complaint by an administrator, or administrators, employed by the Douglas School District, that there has been a violation, misinterpretation or inequitable application of this Handbook or an administrator's individual contract, except that the term "grievance" shall not apply to any matter as to which (1) the method of review is prescribed by law, or (2) the Board is without authority to act.
2. An "aggrieved person" is an administrator or administrators asserting a grievance in writing.
3. A "party in interest" is a person who might be required to take action or against whom action might be taken in order to resolve a grievance.
4. The term "days", except where otherwise provided, shall refer to calendar days. The day of delivery or notice shall not be counted as a calendar day as it pertains to the timelines.

B. Principles

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems.
2. The proceedings under this procedure will be kept informal, and confidentiality shall be maintained.
3. Nothing contained herein will be construed as limiting the right of any administrator having a grievance to discuss the matter informally, at a mutually agreeable time, with the administrator's immediate supervisor and to have the grievance adjusted, provided the adjustment is consistent with the terms of this Handbook.

C. Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and reasonable efforts should be made to expedite the process. The time limit specified may, however, be extended by mutual agreement.
2. If a grievance is filed which cannot be finally resolved under the time limits set forth herein prior to the end of the school year, and which, if left unresolved until the beginning of the following school year, could result in irreparable harm to an

aggrieved person or a party in interest, the time limits set forth herein will be reduced so that the grievance procedures may be concluded prior to the end of the school year, or as soon thereafter as is practicable.

3. No grievance shall be recognized unless it is presented at the appropriate level within thirty (30) days after the aggrieved person knew, or should have known, of the act or condition on which the grievance is based, and if not so presented, the grievance will be considered as waived, provided that a grievance filed under the first paragraph of Miscellaneous Provisions hereof shall not be recognized at Level 2 unless it has been filed with the Superintendent or designee's office within at least forty-five (45) days after the act or condition upon which it is based occurred.

D. Informal Procedures

1. If an administrator has a complaint, he/she shall first discuss the matter with his/her immediately involved supervisor in an effort to resolve the problem informally.
2. In exceptional circumstances, the employee may discuss the matter with the Superintendent or designee. The Superintendent or designee shall determine whether the circumstances warrant this circumvention. The Superintendent or designee, the supervisor, and the employee will work together to resolve the problem informally.

E. Formal Procedures, Level 1 -- Superintendent

1. If the administrator is not satisfied with the disposition of the complaint through informal procedures, the administrator may submit the problem as a formal written grievance ([Board Policy Exhibit GBM-E, S-423](#)) to the Superintendent or designee, who will represent the District.
2. The aggrieved person shall discuss the grievance personally, and may request that another administrator or representative accompany him/her.
3. The Superintendent or designee shall meet with the aggrieved person and parties in interest in an effort to resolve the grievance. Such meeting shall take place within ten (10) days after the receipt of the written grievance by the Superintendent or designee. The Superintendent or designee shall render his decision in writing to the aggrieved person within ten (10) days.

F. Formal Procedures, Level 2 -- Board of Education

If the aggrieved person is not satisfied with the disposition of the grievance at Level 1,

the grievant may file the grievance in writing with the Board of Education within ten (10) days after the Superintendent or designee's decision. The Board will hold a hearing on the grievance at the next regular Board meeting. Within ten (10) days after the hearing, the Board shall render its decision in writing to the aggrieved party.

G. Arbitration

1. If the aggrieved person is not satisfied with the Board of Education's decision, he/she may within ten (10) days thereafter initiate an appeal to the Department of Labor.
2. The investigation and hearing conducted by the Department of Labor shall be conducted in accordance with the rules and regulations of the Department of Labor.
3. The Department of Labor shall issue an order covering the points raised, which order shall be binding on the employees and the Board of Education in accordance with the provisions of [SDCL 3-18-15.2](#).
4. It is specifically and expressly understood and agreed that taking an appeal to the Department of Labor constitutes an election of remedies and a waiver of any and all rights by the appealing party or parties and his/her or their representatives to litigate or otherwise contest the appealed subject matter in any court under [SDCL 13-46](#), except in the form of an appeal from the decision of the Department of Labor as provided by [SDCL 1-26](#).

H. Rights to Representation

1. There shall be no discrimination of any kind by any party against any other participant in the grievance procedure by reason of such participation.
2. Any aggrieved person or party in interest may be represented at any level of the grievance procedure by a person or persons of his/her own choosing.

I. Miscellaneous Provisions

1. If a grievance affects a group of administrators from more than one building, such grievance may be submitted in writing directly to the Superintendent's office. The processing of such grievances will follow the procedures in Level 1 and Level 2 if necessary.
2. To facilitate the operation of the grievance procedure, necessary forms for filing, serving notices, making appeals and other necessary documents will be jointly prepared and distributed by the Superintendent or designee and the grievants' representative.
3. All documents and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the

participants.

4. The Board and the aggrieved person shall make available to one another all pertinent information, not privileged under law, in their possession or control which is relevant to the issues raised by the grievance.
5. When it is necessary for a representative or representatives, the grievant or party in interest to attend a grievance hearing called during the school day, the Superintendent's office shall notify the supervisor of such representatives and they shall be released without loss of pay for such time as their attendance is required at such meeting or hearing.
6. Upon completion of their contractual obligations, administrators who voluntarily terminate employment will have their grievances immediately withdrawn and not benefit by any later settlement of an individual or group grievance.

REQUEST FOR REVIEW

This procedure is in recognition of the need to develop an effective means for resolving differences that may arise among employees or between employees and administrators, and between the District employees. The process will be kept informal and confidential. Requests for review will follow procedures established in [Board Policy GBM](#) and [GBM-R](#).

1. The proper channeling of complaints will be
 - A. Immediate supervisor
 - B. Superintendent
 - C. Board of Education
2. All efforts will be taken to solve the complaint at the lowest possible level.
3. If a complaint is presented concerning an administrator, he/she will be immediately informed and given a chance to respond.
4. An administrator may be represented by legal counsel at any level of a request for review procedure.

PUBLIC COMPLAINT ABOUT AN ADMINISTRATOR

Public complaints against an administrator are only recognized after they have been put in

written form (forms are available in the building offices). Public complaints against an administrator will follow procedures established in [Board Policy KLA](#). Anonymous letters and phone calls will not be given consideration and may not be used against an administrator within an evaluation. “Hearsay” will be treated as anonymous and will not be given consideration and may not be used against an administrator within an evaluation. However, it is expected that when such is made known to an evaluator, they will in a timely manner discuss the concern with the administrator or director.

INDIVIDUAL ADMINISTRATOR'S CONTRACTS

- A. All individual contracts with administrators employed by the Board, and covered by this Handbook, shall be in writing and signed by the administrator, by the President of the Board of Education and by the Business Manager.
- B. Unless otherwise specified in the written contract, the salary shall be paid in twenty-four semi-monthly payments.
- C. Individual administrator's contracts shall provide for a set term or duration. During the term of the contract, the administrator may not be dismissed except as provided in this Handbook, for "Dismissal and Suspension" or as stipulated in the individual contract.

LENGTH OF ADMINISTRATIVE CONTRACTS

The length of the employment term for administrators is based upon the following work year minimums with the specific starting date determined by the immediate supervisor in consultation with the supervisee:

200 days	Dean of Students
210 days	Elementary Principals Assistant Principals High School Activities Director
220 days	High School Principal Middle School Principal
236 231 days	Superintendent
236 231 days	Executive Directors of Academics / Operational Support
236 days	Business Manager
231 days	Director of Special Education Services

CONTRACT IMPLEMENTATION

A. Contract Term:

1. Administrative contract year will begin July 1 and end June 30.
2. All administrators are responsible for working all days needed to fulfill contract obligations.
3. All administrative contract days must be completed by June 30.
4. All administrators must receive approval from the Superintendent's Office when working additional contractual days.
5. Administrators under contract for 200 days or more will be paid for the following holidays: Native American Day, Veteran's Day, Thanksgiving Day & Day After, and Memorial Day.
6. Administrators will be paid for one (1) additional paid floating holiday to be used at their discretion.

B. Work Year:

Days beyond the established minimum work year must be approved in advance by the Superintendent or designee and the Board of Education.

C. Switch Days:

1. To Work a Non-Contract Day

Each administrator is allowed a maximum of 6 days or 48 hours of switch time per contract year.

Administrators will be provided a switch time log to record accrued and used switch time hours and will notify supervisor for approval to use switch time hours. Switch logs will be reviewed, signed and submitted on a quarterly basis to Human Resources by supervisors.

D. Dues:

The School District shall pay for individual enrollment in professional organizations as approved by the Superintendent or designee.

E. Master's Degree Requirements

To qualify for the master's degree allowance, an administrator must have his/her graduate training in areas applicable to the areas of his/her professional responsibility. If a master's degree is in an educationally related field such as guidance or administration, an

administrator may receive the master's degree allowance upon approval of the Superintendent or designee.

F. Master's Plus Thirty / Master's Plus Forty-Five Requirements

1. To qualify for the Master's Plus Thirty / Forty-Five semester hours allowance, one half of all hours taken after July 1, 1989, must be a graduate. All hours must be taken subsequent to receiving the Master's Degree and must be approved by the Superintendent or designee of schools in terms either of the candidate's assignment and major responsibility or in terms of anticipated staffing needs of the School District.
2. Programs proposed by individuals currently employed by the Douglas School District must be reviewed and approved in advance by the superintendent or his designee to be sure they can be recognized.
3. Credit earned through participation in in-service programs financed by the School District do not count toward the Master's Plus Thirty or Master's Plus Forty-Five status on the salary schedule.

G. Higher Degree During Year

Employees under a professional growth plan, who qualify for a lane change during the contract year, will be compensated as follows:

- 1) If a lane change is earned during the school term, increased compensation will begin the next contract year.
- 2) The deadline for submitting transcripts for lane changes is June 30. The documents must be in the Personnel Office by the deadline so payroll adjustments can be made.

ASSIGNMENT AND TRANSFER

Per Board Policy GCI PROFESSIONAL STAFF ASSIGNMENTS AND TRANSFERS, the assignment and transfer of administrators to positions in other schools of the District or within the administrator's assigned school will be made by the Superintendent or administrative designee giving consideration, but not limited to the following criteria:

- 1. The best interest of the district.**

2. **The contribution that the administrator would make to students in the new assignment.**
3. **The qualifications of the administrator as compared to those of other candidates for the position to be filled.**
4. **The opportunity for professional growth.**
5. **The desire of the administrator regarding the new assignment.**
6. **The length of service in the school district.**
7. **The availability of a qualified replacement for the position vacated by the transferring administrator.**

“Vacancy” is defined as an open position, identified by the District as a result of a newly created position, transfer, promotion, termination, or long-term leave that extends through the end of the school year. Position vacancies that are posted shall reflect a description of the position, qualifications, and whether the position is full or part time, and shall be advertised, for qualified in-district candidates, for a period of not less than 5 calendar days.

A. Assignments:

“Assignment” is defined as a change of position, subject matter or grade level, or building, initiated by the superintendent or administrative designee, that may additionally change the administrator’s building, contracted classification, or assigned administrator for evaluation.

Each administrator of the Board of Education shall be assigned to a specific position at the direction of the Superintendent or designee and may be assigned to any other position as the Superintendent or designee may direct.

Assignments may be at the initiative of the Superintendent or other administrative officers for any purpose, which, in the judgment of the Superintendent or designee, is for the welfare of the employee or the schools. An administrative assignment shall be made only after a conference between the administrator involved and the Superintendent at which time the administrator will be notified of the reason therefore.

B. Transfers: Administrative to Administrative Position.

“Transfer” is defined as a requested change of duty, subject matter or grade level, initiated by the administrator, that may change the administrator’s building, contracted classification, assigned administrator for evaluation, or is the result of interest in any district vacancy.

An administrator may request a transfer; however, a new administrator must have spent at least one (1) year in an assignment before requesting a transfer. In the determination of requests for transfer the convenience and wishes of the individual administrator will be honored to the extent that they do not conflict with the instructional requirements and best interests of the School District. If more than one administrator has requested transfer for the same position, the administrator best qualified for the position shall be appointed.

Any administrator desiring a transfer shall submit a Transfer Request Form between January 1 and February 1 to Human Resources. Such a request shall include the grade or subject to which he/she desires to be transferred, in order of preference. Transfer Request Forms may be submitted to Human Resources after February 1 if there is a specific vacancy for which he/she wishes to be considered.

Administrators having pending transfer requests may obtain information as to any such vacancies by consulting the postings on the district website.

Upon written request, administrators shall be notified in writing of the disposition of their requests for transfer, including the reasons for the disposition.

DISMISSAL AND SUSPENSION

- A. The Board of Education may dismiss any administrator at any time for just cause, including breach of contract, poor performance, incompetency, gross immorality, unprofessional conduct, insubordination, neglect of duty, or the violation of any policy or regulation of the school district. If an administrator is terminated for cause, he/she is no longer entitled to accrued benefits.
- B. Whenever the Board contemplates the dismissal of an administrator such administrator shall first be temporarily disengaged from his/her responsibilities, notified in writing of the reasons for such contemplated dismissal and advised that he/she has fifteen (15) days in which to request a hearing before the Board of Education. If no hearing is requested within such fifteen (15) day period, the contemplated dismissal shall become final. Upon written request received within such fifteen (15) day period, an executive session hearing before the Board of Education shall be held within seven (7) days thereafter. At such hearing, the administrator shall have the right to hear the evidence against him/her, cross-examine any

person who has made charges against him/her and present evidence and testimony on his own behalf and shall have the right to counsel of his/her own choosing. Within five (5) days after the hearing, the Board shall render its final decision and notify the administrator of its decision in writing. The administrator shall have the right of appeal as provided in South Dakota State Statutes.

- C. No administrator shall be suspended or reduced in rank or compensation without just cause. Any such action may be subject to grievance.

PERSONNEL FILES

- A. While employed by the Douglas School District, an administrator shall have the right, upon request, to review the non-confidential contents of his/her personnel file (except confidential placement papers) maintained in the central office and to receive copies at his/her own expense of any documents contained therein. An administrator shall be entitled to have a representative accompany him/her during such review. Once per school year an administrator shall have the right to indicate those documents or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate to retain. Such documents shall be reviewed by the superintendent or his/her designee, and if the administrator and the superintendent or his/her designee agree that they are obsolete or otherwise inappropriate to retain, they shall be destroyed.
- B. No material which is derogatory to an administrator's conduct, service, character or personality shall be placed in his/her personnel file unless the administrator has received a copy. The administrator shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed. (Signature of the copy does not imply agreement with the document's contents; it merely indicates that the document's contents have been viewed by the administrator and discussed.) An administrator also has the right to submit a written response to the document. Such responses will be reviewed by the Superintendent or designee and attached to the file copy.
- C. The personnel file in the Central Office shall contain employment data, credentials, letters/notes of commendation or reprimand, evaluations, and other relevant information.

VOLUNTARY SEPARATION PLAN

The Douglas Board of Education has authorized a Voluntary Separation Plan for all full time administrators and directors. Full-time employees, upon written application and approval by the

Superintendent of Schools, may participate in a voluntary separation plan.

When an administrator or director retires, the separation benefits (if qualified), the voluntary separation plan (if qualified), and the final July 7th payment will all be included with the June 21st payment.

SEPARATION PROGRAM

- A. Upon retirement or upon death (having reached the age provided herein and having the corresponding number of years of employment), such administrators/directors will be paid for one-half of their accumulated sick leave.
- B. Any administrator/director as above designated having reached the minimum age of forty- five (45) years and having been employed in the Douglas Schools for the minimum of ten (10) years shall be paid one half of his/her accumulated sick leave upon terminating his/her employment in the Douglas Schools. If resignation during the school year, such resignation must be appropriately approved.
- C. The amount of sick leave pay under this policy will be determined by the average of the employee's daily rate of pay over the five-year period immediately preceding retirement. Such payment, as well as final pay, shall be made with the final payment following the effective date of retirement.

VOLUNTARY SEPARATION PLAN

- A. Full-time administrators/directors, upon written application and approval by the Superintendent, may participate in a voluntary separation program. In case of death, where the individual qualifies for voluntary separation, all benefits will be paid accordingly in one lump sum.
- B. The total amount of voluntary separation benefits paid in any one fiscal year shall not exceed 1% of the budget for certified instructional salaries in that year.
 - 1. Only one administrator will be allowed to participate each school year unless special consideration is made by the Board.
 - 2. In the event applications exceed funds available under the 1% limitation, consideration for voluntary separation benefits will be based upon years of service in the District. If further consideration is needed, the Authorization to Hire date will be considered as a

second factor, and if further consideration is still needed, the date the application is received by the board secretary and his/her designee will be considered.

3. Should there be undistributed funds available, but not in excess of the 1% of the budget for certified instructional salaries in that year, the sum may be offered as a Voluntary Separation benefit to the next qualified applicant, as per B1 and B2 below.
4. Should extra funds be made available after the application submission date, consideration will be given to applicants through a first come/first serve scenario with preference to those who meet the seniority years of service requirement.

C. Program Eligibility and Provisions

1. Eligible employees must be at least forty-five (45) years of age with at least ten (10) years of service in the district.
2. Applications must be submitted in writing by January 1 of the elected year of separation. Approval of an administrator's application for the voluntary separation program will be considered a voluntary resignation.
3. Program benefits will be paid as follows:

After applying a, one of the following options (b, c, or d) is to be selected by the employee.

- a. If deemed eligible for the South Dakota Retirement System (SDRS) Special Pay Plan, the maximum amount eligible will be deposited into the SDRS Special Pay Plan. To be eligible, each of the following provisions must apply:
 - i. An employee is age 55 or has reached the first day of the calendar month prior to the employee's 55th birthday; and
 - ii. An employee is receiving special pay of \$600 or more.
- b. Any funds not eligible for the SDRS Special Pay Plan may be deposited into the SDRS Supplemental Retirement Plan and/or an eligible 403b with the final payment of the elected year of separation. Any remaining funds (greater than the amount deposited into a and b above) will be paid at the time of separation, OR
- c. Any funds not eligible for the SDRS Special Pay Plan may be paid in a single payment (January 21) during the three (3) school years following the elected year of separation; OR
- d. Any funds not eligible for the SDRS Special Pay Plan may be paid in a single payment (January 21) during the five (5) school years following the elected year

of separation.

4. Employees on leave of absence, excluding those leaves that are related to personal illness, are not eligible to participate in this program.
5. Only employees designated as an Administrator or Director on their employment contract are eligible for this plan.
6. Employee must notify the Business Office of choice b, c, or d by April 1.
7. Employees hired for the 2017-18 school year and thereafter are not eligible for this program.

D. Payment Formula

The voluntary separation payment is calculated by taking 5% of the current salary multiplied by the number of full years (up to a maximum of twenty years) service in the district. Current salary does not include extra-duty pay, contract extensions, or other payment above the specified annual salary of the administrator. Those administrators in their 10th year or more at Douglas will receive 45% of the maximum calculation; those in their 15th year or more at Douglas will receive 60% of the maximum calculation; those in their 20th year or more at Douglas will receive 75% of the maximum calculation; and those in their 25th year or more at Douglas will receive 90% of the maximum calculation.

STUDENT DISCIPLINE AND ADMINISTRATOR PROTECTION

Assault Upon Administrators:

1. Administrators shall immediately report cases of assault suffered by them in connection with their employment to the Superintendent or designee or other immediate supervisor. Such a report shall be reduced to writing by the administrator as soon as reasonably possible.
2. Such notification shall be immediately forwarded to the Superintendent or designee, and following the incident, the Superintendent or **his** designee, and the administrator shall comply with any reasonable request from the other for information in their possession relating to the incident or the persons involved.

MISCELLANEOUS PROVISION

Savings Clause

If any provision of this Agreement or any application of the Agreement to any administrator or group of administrators shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Modifications

This handbook is in force during the current contract year only and may be amended or altered at the sole discretion of the Douglas Board of Education for the ensuing contract year.

ADMINISTRATORS SALARY SCHEDULE

2024-25

Salary based on the following FACTORS:

Formula: Salary Base + Experience + Education + Position Percent + Length of Contract + **Longevity Factor** = Salary

FACTOR I – SALARY BASE

Salary Base = **\$92,100.00**

FACTOR II – EXPERIENCE

Experience is credited on the basis of a full year of administrative experience. Compensation for experience is determined according to the following schedule:

<u>Experience</u>	<u>\$ Value</u>
0	-0-
1 year	800
2 years	1600
3 years	2400
4 years	3200
5 years	4000
6 years	4800
7 years	5600
8 years	6400

FACTOR III – EDUCATION

A Master's Degree in administration or another appropriate field is a requirement for an administrative position. Compensation for education is determined according to the following schedule:

<u>Education</u>	<u>\$ Value</u>
Master's Degree	-0-
Master's plus 15	1500
Master's plus 30	2250
Master's plus 45	3000
Specialists or Master's plus 60	4500
Doctorate	5000

FACTOR IV – RESPONSIBILITY (Based on \$16,000)

This factor is based on a percentage that varies according to the type of assignment.

<u>Assignment</u>	<u>Percentage</u>	<u>\$ Value</u>
Carrousel/BC Principal	.45	7,200
Francis Case Principal	.45	7,200
Vandenberg Principal	.45	7,200
Middle School Principal	.45	7,200
High School Principal	.55	8,800
High School Assistant Principal	.35	5,600
Middle School Assistant Principal	.35	5,600
Middle School Dean of Students	.00	0
Director of Activities	.35	5,600
Director of Special Education Services	.45	7,200

FACTOR V – LENGTH OF CONTRACT

1. All FACTORS are based on 200 days of employment.
2. Days of contract beyond 200 days are based on daily rate.

FACTOR VI - LONGEVITY FACTOR

Employed 10 years at Douglas in current position	\$ 2,500.00
Employed 15 years at Douglas in current position	\$ 5,000.00
Employed 20 years at Douglas in current position	\$ 7,500.00
Employed 25 years at Douglas in current position	\$10,000.00
Employed 30 years at Douglas in current position	\$12,500.0

**CONTINGENCY TRANSFERS
FY 24 JUNE 30, 2024**

	<u>AMOUNT</u>	<u>TO ACCOUNT</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
FUND 10	\$1,402.88	10-1250-000-000-422	INSTRUCTIONAL SOFTWARE (ESL)	\$1,402.88
	\$9,262.40	10-2111-006-000-319	PROF. SERVICES (LIASON)	\$9,262.40
	\$4,225.47	10-2134-006-000-121	SUBSTITUTE (NURSE)	\$4,225.47
	\$4,032.63	10-2134-006-000-411	SUPPLIES (NURSE)	\$4,032.63
	\$1,144.62	10-2134-012-000-230	GROUP INSURANCE (NURSE)	\$1,144.62
	\$47,421.34	10-2213-002-000-319	PROF. SERVICES (STAFF DEV)	\$47,421.34
	\$13,616.99	10-2311-001-000-319	PROF. SERVICES (BOARD)	\$13,616.99
	\$23,361.81	10-2315-001-000-319	PROF. SERVICES (LEGAL)	\$23,361.81
	\$8,259.21	10-2317-004-000-319	PROF. SERVICES (AUDIT)	\$8,259.21
	\$4,108.86	10-2321-001-000-319	PROF. SERVICES (SUPT)	\$4,108.86
	\$85,926.54	10-2321-001-336-319	PROF. SERVICES (SUPT)	\$85,926.54
	\$4,144.74	10-2521-004-000-472	COMPUTER SOFTWARE (BUS OFF)	\$4,144.74
	\$8,374.07	10-2541-005-000-321	UTILITIES (O&M)	\$8,374.07
	\$10,043.57	10-2542-005-000-321	UTILITIES (CUSTODIAL)	\$10,043.57
	\$53,065.09	10-2542-005-000-411	SUPPLIES (CUSTODIAL)	\$53,065.09
	\$12,337.11	10-2542-012-000-321	UTILITIES (CUSTODIAL)	\$12,337.11
	\$3,188.29	10-2542-013-000-321	UTILITIES (CUSTODIAL)	\$3,188.29
	\$9,514.89	10-2551-050-000-140	UNUSED SICK LEAVE (TRANS)	\$9,514.89
	\$8,091.82	10-2641-003-000-114	CLASSIFIED SALARIES (HR)	\$8,091.82
	\$8,726.92	10-2641-003-000-319	PROF. SERVICES (HR)	\$8,726.92
	\$1,643.00	10-3600-000-000-334	TRAVEL (WELFARE)	\$1,643.00
	\$1,898.73	10-6200-030-430-334	TRAVEL (VB)	\$1,898.73
FUND TOTAL	<u>\$323,790.98</u>			<u>\$323,790.98</u>
FUND 22	\$220.78	22-1224-006-000-373	PAYMENT TO OTHER INST (RES)	\$220.78
	\$2,393.01	22-2113-006-002-319	PROF. SERVICES (SOC. WORK)	\$2,393.01
	\$3,469.30	22-2142-006-002-313	PAY TO CO-OPS (PSYCH)	\$3,469.30
	\$57,611.52	22-2172-006-002-313	PAY TO CO-OPS (OT)	\$57,611.52
	\$3,771.38	22-2710-006-002-114	CLASSIFIED SALARIES (ADMIN)	\$3,771.38
	\$4,415.92	22-2710-006-002-319	PROF. SERVICES (ADMIN)	\$4,415.92
	\$7,408.25	22-2710-006-002-411	SUPPLIES (ADMIN)	\$7,408.25
	\$2,590.00	22-2710-006-002-472	COMP. SOFTWARE (ADMIN)	\$2,590.00
	\$1,515.72	22-2710-006-002-473	COMP. LIC. FEES (ADMIN)	\$1,515.72
	\$1,069.64	22-2710-006-002-479	SUPPLIES (ADMIN)	\$1,069.64
	\$6,476.48	22-2730-006-004-114	CLASSIFIED SALARIES (TRANS)	\$6,476.48
FUND TOTAL	<u>\$90,942.00</u>			<u>\$90,942.00</u>
GRAND TOTAL	<u><u>\$414,732.98</u></u>			<u><u>\$414,732.98</u></u>

**SUPPLEMENTAL BUDGET
FY 24 JUNE 30, 2024**

	<u>AMOUNT</u>	<u>TO ACCOUNT</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>FROM ACCOUNT</u>
FUND 10	\$0.00			\$0.00	Impact Aid/Reserve
FUND TOTAL	<u>\$0.00</u>			<u>\$0.00</u>	
FUND 21	\$18,207.09	21-1121-020-000-319	PROF. SERVICES (MS)	\$18,207.09	COF RESERVE
	\$319,098.13	21-1131-030-000-520	BUILDINGS (HS)	\$319,098.13	COF RESERVE
	\$1,781.43	21-1221-000-000-520	BUILDINGS (SPED)	\$1,781.43	COF RESERVE
	\$20,000.00	21-2311-001-000-319	PROF. SERVICES (SUPT)	\$20,000.00	COF RESERVE
	\$557,034.96	21-2535-013-338-520	BUILDINGS (FC - ESSER)	\$557,034.96	COF RESERVE
	\$580,197.55	21-2535-030-338-520	BUILDINGS (HS - ESSER)	\$580,197.55	COF RESERVE
	\$2,315,986.47	21-6900-030-000-530	IMPROVEMENTS (HS TRACK)	\$2,315,986.47	COF RESERVE
FUND TOTAL	<u>\$3,812,305.63</u>			<u>\$3,812,305.63</u>	
FUND 22	\$5,175.82	22-2730-006-004-114	CLASSIFIED SALARIES (TRANS)	\$5,175.82	SPED RESERVE
	\$86,036.48	22-2750-006-000-371	PAYMENTS OTHER LEA'S	\$86,036.48	SPED RESERVE
	\$118.91	22-2753-006-000-391	RESIDENTIAL SERV.	\$118.91	SPED RESERVE
FUND TOTAL	<u>\$91,331.21</u>			<u>\$91,331.21</u>	
GRAND TOTAL	<u><u>\$3,903,636.84</u></u>			<u><u>\$3,903,636.84</u></u>	

BID FORM

PROJECT: Douglas School District
Badger Clark Elementary Roof Replacement

TO: Douglas School District #51-1
400 Patriot Dr.
Box Elder, South Dakota 57719

Bid of: Sarnafil Services Inc. (#COG-2151A)
(hereinafter called "Bidder")

The Bidder, in compliance with your Advertisement for Bids for the Complete Construction (general, mechanical and electrical) work for the proposed building renovations, having examined the drawings and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents of which this Bid is a part. Bidder hereby agrees to commence work under this Contract on or before a date to be specified in written "Notice to Proceed" of the Owner, and to fully complete the project at the dates set forth in the Contract Documents.

BIDDER AGREES TO PERFORM THE COMPLETE CONSTRUCTION for the following sum:

For the following Base Bid:

Eight Hundred Thirty-four Thousand, Seven Hundred Fifty Dollars (\$ 834,750.00)

**Price includes excise tax and permits only. Sales tax is not included per school's tax exempt status*

UNIT PRICES:

Item A –	Remove and Replace Roof Insulation	\$ <u>2.75</u>	Per BdFt
Item B –	Remove and Replace Wood Fascia	\$ <u>13.75</u>	Per LnFt
Item C –	Remove and Replace Damaged Roof Blocking	\$ <u>2.75</u>	Per LnFt

Item D- Add to base bid for GC Level Bond \$17,965.00

ADDENDA:

The undersigned acknowledge receipt of addenda as noted and the bid submitted herewith is in accordance with the stipulations set forth herein.

ADDENDUM NO 1 DATED June 28, 2024

ADDENDUM NO _____ DATED _____

ADDENDUM NO _____ DATED _____

Master Agreement Contract #COG-2151A

The undersigned agrees that his bid may not be withdrawn for a period of 30 days from the time set for opening of bids and that if notified of acceptance of his Proposal within the stated time, or at any time thereafter before the bid is withdrawn, he will within ten (10) days of such notification, execute and deliver a Contract in the Form of Contract specified.

The Contractor shall commence work under this Contract within ten (10) calendar days after the date of receipt by him of Notice to Proceed, to prosecute said work diligently, and to complete the entire project ready for use at the dates set forth in the Contract Documents. The time stated for completion shall include a time allowance for inspections, completion of items requiring further attention and a final cleanup of premises.

The above bid includes State and Local Sales Tax on materials and all other State and Federal Taxes that would affect the amount of the bid.

In submitting this bid it is understood that the right is reserved by the Architect and Owners to reject any and all bids and to waive all informalities.

BIDDER:	<u>Sarnafil Services Inc.</u>
BY:	<u>Peter Bonavita</u>
TITLE:	<u>General Manager</u>
BUSINESS ADDRESS:	<u>100 Dan Rd., Canton, MA 02021</u>
STATE OF INCORPORATION: (SEAL)	A Delaware Corporation

REVISED

Box Elder

**DOUGLAS SCHOOL DISTRICT
Administrative Regulation**

South Dakota

SECTION	G	TITLE	Personnel	FILE	GCLA-R
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TRAVEL ALLOWANCE

The following Administrative Guidelines are established to implement Douglas School District Board of Education Policy GCLA pertaining to travel associated with attendance at professional meetings and conferences and school activities.

TRAVEL PREPARATION

1. Leave requests are to be submitted to the Building Administrator for approval and forwarded to Central Office at least five days in advance of travel.
2. Lodging reservations and method of payment are the responsibility of the secretary or clerk.
3. Airline travel reservations are to be made through a local travel agency. Ticketing and purchase order are initiated upon approval of leave request.
4. Registration fees are to be accompanied by a purchase order.
5. School vehicles are to be utilized whenever possible and feasible.

TRAVEL ALLOWANCES

The reasonable cost of travel is defined to mean:

1. Actual expenses of lodging.
2. Meal allowances for a 24-hour period shall not exceed the following amounts and will be paid only when associated with overnight travel.

In-State Allowance: (~~July 1, 2019~~)

Meals Allowable	When Leaving Before	When Returning After
Breakfast \$6.00	5:31 AM	7:59 AM
Lunch \$14.00	11:31 AM	12:59 PM
Dinner \$20.00	5:31 PM	7:59 PM
Daily Total: \$40.00		

Out-of-State Allowance: (~~July 1, 2019~~)

Meals Allowable	When Leaving Before	When Returning After
Breakfast \$10.00	5:31 AM	7:59 AM
Lunch \$18.00	11:31 AM	12:59 PM
Dinner \$28.00	5:31 PM	7:59 PM
Daily Total: \$56.00		

Student Rate Allowance: (~~April 2009~~)

Meals Allowable	When Leaving Before	When Returning After
Breakfast \$5.00	5:31 AM	7:59 AM
Lunch \$7.00	11:31 AM	12:59 PM
Dinner \$9.00	5:31 PM	7:59 PM
Daily Total: \$21.00		

- a. Team meals may be provided by the district when the event trip is overnight or longer than ten (10) hours.
 - b. Approved team meals will be vouchered unless the event schedule or travel arrangements prohibit team meals. Cash advances may be approved by the Business Manager.
 - c. Student meal allowances will be limited to the amounts stated above.
 - d. The coach will turn in all meal receipts, vouchers and unused cash advance to the Activities Director immediately upon return to school.
3. When available, a school owned vehicle should be used. If one is not available, use of a personal vehicle may be used and is reimbursed at the state rate. **(The current rate as of July 1, 2024 is \$.655 per mile)** of ~~51.655 cents per mile~~. Use of a personal vehicle as a matter of preference may be reimbursed at the state rate. **(The current rate as of July 1, 2024 is \$.295 per mile)** of ~~28.295 cents per mile~~ if approved by the supervisor.
4. Airfare at actual cost.
5. Registration fees at actual cost. When the fee includes any meals, the amount of the meals included will be charged to the meal allowance.
6. Miscellaneous expenses at actual cost excluding such items as gratuities, traffic violations and other personal expenditures.

The Board of Education permits an advance for meals only. Reimbursement for other travel expenses will be paid as follows:

TRAVEL CLAIMS

1. Submit claim within five (5) school days of trip completion.
2. Paid after Board approval.
3. When accompanied by receipts for:
 - a. Lodging
 - b. Registration fee
 - c. Miscellaneous expenses exceeding \$3.00
 - d. School vehicle charge slips
4. Submit Expense and Transportation Voucher (Form S-182) for mileage reimbursement.

Revised September 12, 2022,
Revised July 15, 2024

SECTION	B	TITLE	Board Governance and Operations	FILE	BHD
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Board Member Compensation and Expenses

For attendance at regular and special board meetings, board members ~~shall~~ **may** receive a per diem as determined by the School Board at the annual reorganization meeting. The per diem may not exceed **one-hundred sixty-six dollars (\$166.00)** ~~seventy-five dollars (\$75.00)~~ for attending a meeting. A board member also may receive the per diem for each day the member was actually engaged in the service of the Board when authorized by the Board.

In addition to the per diem, board members may receive a travel allowance as authorized by **the State Board of Finance.** ~~Policy GCLA-R~~

REFERENCES

State Reference:

- SD AGO 85-27 Attorney General Opinion - School Board Member Compensation
- SD Constitution Article 21 §2 Salary of constitutional officers
- ~~SD Gov Budget 2019 report, p. 37 -- Board per diem~~
- SDCL 4-7-10.4 Budgeting and appropriations for compensation of board members
- SDCL 13-8-10.2 Attendance at association meetings
- SDCL 13-8-37 Compensation of board members
- SDCL 13-8-38 Travel allowance of school board members

Policy Reference:

- GCLA / GCLA-R Travel Allowance
- BHAA Board Member Education

Adoption History

First Reading	5/19/1981		
Approved	6/11/1981		
First Reading - Revision	12/8/2014		
Approved	1/12/2015		
First Reading - Revision	4/25/2022		
Approved	5/9/2022		
First Reading-Revision	7/15/2024		
Approved- Revision			