

Bennett County School District	NEPN Code: HQ
Policy Manual	

**2023-2024 Negotiated Agreement**

**BETWEEN**

**BENNETT COUNTY SCHOOL DISTRICT 3-1**

**AND**

**BENNETT COUNTY CLASSIFIED EDUCATION ASSOCIATION**

## **ARTICLE 1**

### **RECOGNITION AND DEFINITIONS**

#### **1.1 RECOGNITION**

Pursuant to the provisions of SDCL 3-18, the School Board of School District #03-1, Bennett County, South Dakota, (hereinafter referred to as the “Employer” or the “Board”) recognizes the Bennett County Classified Education Association/SDEA/NEA (hereinafter referred to as the “Association” or the “Union”) as the sole and exclusive bargaining representative for all full and part-time classified employees (hereinafter referred to as the “Employee” or “Bargaining Unit Member”) exclusive of supervisors.

#### **1.2 DEFINITIONS**

##### **A. EMPLOYEE**

The term Employee or Bargaining Unit Member when used hereinafter in this agreement shall refer to all Employees (District, Title, Instructional, Office and Special Education aides) represented by the Association.

##### **B. DAYS**

The term “days” when used in this agreement, except where otherwise indicated, shall mean working days or pupil attendance days.

##### **C. SUPERINTENDENT**

The title Superintendent shall indicate the Superintendent of Schools, CEO or his/her designee.

##### **D. EMPLOYER**

The term Employer, Employer Board or Board of Education shall indicate the Board of Education.

##### **E. ASSOCIATION**

The term Association or Union shall indicate the sole and exclusive bargaining representative.

## **ARTICLE 2**

### **FRAMEWORK FOR COLLECTIVE BARGAINING**

#### **2.1 BARGAINING NOTIFICATION**

The parties shall commence bargaining for a successor agreement on or before May 1 of the current year.

## **2.2 RELEASED TIME FOR BARGAINING**

When negotiations are conducted during regular work hours, released time shall be provided for the Association's negotiating committee members.

## **2.3 PRINTING OF CONTRACT, COSTS AND DISTRIBUTION**

Within thirty (30) days after the Agreement is signed, copies of this Agreement shall be printed at the expense of the Employer. A copy will be presented to the Association. It will be up to the Association to make and distribute copies to members.

## **2.4 NEGOTIATED AGREEMENT AMENDMENTS**

The parties may modify or amend this agreement by mutual consent. Such changes shall be reduced to writing, ratified and signed by the parties and become an amendment to this negotiated agreement and considered a part of this agreement.

# **ARTICLE 3**

## **PROBLEM RESOLUTION PROCEDURE**

### **3.1 GRIEVANCE PROCEDURE**

The policy and procedure of processing a grievance shall be in accordance with SDCL 3-18-15.3 and other relevant statutes.

In accordance with SDCL 3-18-15.1, the word "grievance" as used herein shall mean a complaint by a public employee or group of public employees based upon an alleged violation, misinterpretation, or inequitable application of any existing agreements, contracts, policies, rules or regulations of the Bennett County School District 3-1, as they apply to the conditions of employment. Negotiations for, or a disagreement over, a non-existing agreement, contract, policy, rule or regulations not a "grievance" and is not subject to this policy statement.

Whenever any employee or group of employees has a grievance, they shall meet on an informal basis with the superintendent within thirty **calendar** (30) days after the employee(s), through the use of reasonable diligence, should have the knowledge of the occurrence that gave rise to the grievance. The superintendent shall set a meeting date after the appeal has been filed. Within seven **calendar** (7) days after the meeting, the superintendent shall serve a written disposition of the matter upon the party or parties involved.

Within five **calendar** (5) days after receipt of the above disposition the employees may, if the grievance remains unresolved, appeal to the Board of Education. The Board shall hold a formal hearing within ten (10) days or at its next regularly scheduled meeting, whichever comes sooner, and serve a written disposition of the matter on the party or parties within ten **calendar** (10) days after the hearing. **The calendar days may be waived upon written agreement by both parties. (6/20)**

The employees may, if the grievance remains unresolved after the above hearing, appeal in writing to the South Dakota Division of Labor and Management Relations. Such appeal shall be in writing on forms prescribed by the Division, and the Division shall, in accordance with its rules and regulations conduct a hearing and issue an appropriate

order covering the points raised.

If the employees fail to appeal within the time limits established, the grievance shall be considered void. If the employer fails to respond within the time limits, the grievance shall move to the next level. Time limits can be waived only upon a showing of reasonable excuse to the satisfaction of the South Dakota Division of Labor and Management. (7-24-06)

The employees shall at their option, have the right to be represented at all steps of the grievance procedure by a representative or employee organization selected or approved by the employees. Where the representatives represent a majority of the employees, they shall present appropriate documentation of such fact.

If a grievance initiates an action in a duly constituted court of law, this procedural policy shall not be available unless directed otherwise by said court.

If the grievance is not resolved in the informal meeting between the employee and the superintendent, and the employee wishes to utilize the other steps set forth and provided herein, the grievance shall be reduced to writing, so that a written record therefore may become a part of the file and become the basis of the hearing herein provided.

**BENNETT COUNTY SCHOOL DISTRICT 3-1  
FORMAL GRIEVANCE FORM FOR FACULTY AND STAFF**

**CONTACT INFORMATION:**

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_ Home Address Home Phone Number

\_\_\_\_\_ Department Office Phone Number

**REASON FOR GRIEVANCE:**

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

**DETAILS OF GRIEVANCE:**

**Date(s) the alleged incidents/action(s):**  
\_\_\_\_\_

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**Witness(es) (if any):**

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Witness one

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Witness Two

**Who is the grievance against?**

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Name

Department

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Name

Department

**DESCRIPTION OF GRIEVANCE: (attach additional information if necessary)**

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**WHAT ACTION HAS BEEN TAKEN?**

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**REQUESTED ACTION TO BE TAKEN?**

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I, the undersigned, do hereby authorize the designated School officials under policy 3-20.7 to conduct inquiries or investigation procedures as needed with respect to the investigation/resolution of this grievance. I understand that

information regarding my grievance may be shared with applicable School officials in order to acquire sufficient information with respect to the investigation as well as any follow-up activities that may be required in relation to the school's response to my grievance. I also authorize the school to use whatever information may be obtained with respect to this grievance in any legal or formal proceedings that \_\_\_\_\_ may involve the issues contained herein. I affirm that I have read the above grievance and that it is true to the best of my knowledge, information, and belief.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Designated School Official

\_\_\_\_\_  
Date

(April, 2008)

## **ARTICLE 4**

### **EMPLOYEE RIGHTS**

#### **4.1 RIGHT TO ORGANIZE AND PARTICIPATE**

Employees shall have the right to organize, join and assist the Association, to participate in negotiations with the employer through representatives of their own choosing.

#### **4.2 RIGHTS OF CITIZENSHIP**

The employee shall be entitled to full rights of citizenship and no religious or political activities of any Bargaining Unit Member or lack thereof shall be grounds for any discipline with respect to the employment of such Bargaining Unit Member. Political rights shall include registering and voting, participating in party organization, discussing political issues publicly, campaigning for candidates, contributing to campaigns of candidates, lobbying, organizing political action groups, and running for and serving in public offices which are not incompatible with his/her current employment. No employee will conduct political activities during work hours.

#### **4.3 EMPLOYER HEARINGS/EMPLOYEES RIGHTS**

If an employee is to receive a formal reprimand from an administrator, said employee shall be given reasonable prior notice and be entitled to have a representative of the Association present to advise her/him.

#### **4.4 BREAK PERIOD**

Employees shall be permitted to leave the building during any non-paid break period which is greater than or equal to thirty (30) minutes. All employees will sign out in the office to the building administrator.

#### **4.5 RULES AND REGULATIONS**

All policies and regulations will be published and readily available to the employees.

#### **4.6 EMPLOYEE NOTIFICATION OF ASSIGNMENTS**

An employee shall be given written notice of his/her assignments for the forthcoming year no later than June 1. In the event changes in such assignments are deemed necessary by the district, the employee affected shall be notified promptly in writing.

## **ARTICLE 5**

### **ASSOCIATION RIGHTS**

#### **5.1 ASSOCIATION ANNOUNCEMENTS**

Announcements of Association business may be placed on the appropriate bulletin boards

#### **5.2 ASSOCIATION LEAVE**

In the event that the Association desires to send representatives to local, state, or national conferences or on other business pertinent to Association affairs, these representatives shall be excused without loss of salary providing the Association reimburses the district for the cost of the salary for these days and written notice for this leave has been submitted to the Superintendent. The maximum number of days each year for this purpose shall be limited to five (5).

#### **5.3 PAYROLL DEDUCTIONS**

##### **A. PROCEDURES FOR MEMBERSHIP AUTHORIZATION**

Proper authorization for membership payroll deduction shall be the signature of the employee on an authorization form prepared by the Association and submitted to the Superintendent or his/her designee. Such authorization shall remain effective from year to year unless the employee cancels such authorization by notice in writing to the Superintendent and the Association prior to September 1st of any school year, to be effective for such year.

##### **B. PAYMENT TO THE ASSOCIATION**

Authorizations submitted to the Superintendent or his/her designee by the 15th of any month shall become effective by the first pay period of the following month. Such payroll deductions shall be equally deducted over the remaining pay periods and remitted to the Association within five (5) working days following each pay period.

#### ~~5.4 ASSOCIATION USE OF DISTRICT FACILITIES AND EQUIPMENT~~

~~The employer will allow the Association to use District facilities for committee, general or building employee meetings, outside of school attendance hours. Association members will be allowed to store association materials in their rooms or desks in a place not available to students. In addition, the association shall have the right to use equipment, including typewriters, mimeographing or Ditto machines, other duplicating or printing equipment, binding equipment, calculating machines, audio visual equipment, and computer and word processing equipment as reasonable times when such equipment is not in use. (4/19)~~

#### **5.5 BUSINESS BY ASSOCIATION REPRESENTATIVES ON SCHOOL PROPERTY**

Representatives of the Association shall be permitted to transact Association business on school property provided that they make their presence known to the proper official upon entering the building.

**5.6 BULLETIN BOARD, MAIL FACILITIES AND MAILBOXES**

The Association shall have the right to use the school mail boxes without U.S. postage.

**5.7 DISTRICT INTER-SCHOOL MAIL**

The Association may use the District's Inter-School Mail services for distribution purposes.

**ARTICLE 6**

**WORK YEAR**

**6.1 WORK YEAR**

The work year will be specified on the signed contract.

**6.2 REGULAR OVERTIME**

All overtime must be administratively approved.

**ARTICLE 7**

**WORKING CONDITIONS**

**7.1 ASSISTANCE FOR CONTROL AND DISCIPLINE OF STUDENTS**

Bargaining Unit Members may protect themselves, a fellow Bargaining Unit Member, any other non-bargaining unit employee, an administrator, a student or to prevent damage to district property.

**7.2 DISPENSING OF MEDICINE**

The employer shall indemnify and save harmless from any liability Bargaining Unit Members who administer the above to pupils in direct response to an order from supervisory personnel to do so.

~~**7.3 PROBATIONARY PERIOD**~~

~~A probationary period of 45 CALENDAR (4/22) days is required for all new classified employees. The purpose of this period is to provide training, intense evaluation and an opportunity to terminate the employee at will. During the probation period there will be no paid leave, benefits or contract. The immediate supervisor will document satisfactory completion of this period. After 45 days, if any salary adjustment is recommended, it will be taken to the Board of Education for their approval and a contract offered. Sick leave, personal leave and vacation leave will be retroactive to the 1<sup>ST</sup> day of hire. (May, 2009) (4/23)~~

**ARTICLE 8**



## EMERGENCY SCHOOL CLOSING

### 8.1 NOTIFICATION PROCEDURE

When an emergency confronts the schools, notifications of the closing of schools will be released for broadcast over local media stations and **the school communication system** as soon as possible.

### 8.2 SCHOOL CLOSING - LEAVE DAYS

When the schools and school offices are officially closed by the Superintendent, no leave days previously arranged by an employee will be deducted for such emergency days.

### 8.3 NO WORK, NO PAY

~~In cases of emergency school closings the employee may have the opportunity to make up lost time if the supervisor approved the make up work. Any lost hours not made up due to school closure will be deducted over June, July and August payrolls. (5/09)~~ **DELETED ON (4/22) AS NO LONGER NEEDED**

### 8.4 THE WORK WEEK IS DEFINED AS SATURDAY, 12 A.M. THROUGH FRIDAY, 11:59 P.M.

## ARTICLE 9

### LEAVES

#### 9.1 SICK LEAVE

- A. Sick leave allowances are available for all regularly appointed full-time employees of the Bennett County Schools. Sick leave is provided to give both the employee and the district a reasonable amount of protection. The employee should not be expected to return to work before it is wise to do so. On the other hand, the district should be protected from the employee who wishes to return to work before he/she is able to fully function on a competent level physically and/or psychologically.
- B. All classified staff hired on contract shall receive on the first day of service a block of sick leave, equal to one day per month for the length of the contract. These days shall represent all the Employee's sick leave for the year.
- C. All of the unused days actually earned shall be added at the end of each fiscal year to the employee's sick leave reserve provided that such sick leave reserve shall not exceed a total of fifty-five (55) days.
- D. When more than three (3) consecutive days of sick leave are used, a staff member may be requested to provide the Superintendent with a doctor's statement.
- E. An employee who is absent due to illness the day before and/or the day following vacations may be requested to present a doctor's certificate verifying incapacity to work to his principal or supervisory officer.
- F. The District may, at any time, ask employees to provide a statement from an appropriate health professional to certify that they are psychologically competent and/or physically able to continue or resume their duties as a District

Employee.

G. Any employee who willfully violates or misuses this sick leave policy or who misrepresents any statement or condition under said policy may be terminated.

H. Classified staff will receive 10 days of sick leave per year. Those classified staff on a 12-month contract will receive 12 days of sick leave per year. (5/12)

### **9.1A SICK LEAVE BANK**

A. Membership in the bank is voluntary, and each member of the bank must donate a minimum of two (2) days of their annual sick leave to the bank within ten (10) days after the beginning of employment.

B. At the time the bank accumulates 100 days, current members shall be considered to have a vested interest in the bank and, providing that the bank maintains a 100-day balance, shall no longer be required to make an annual contribution to the bank in order to maintain their membership.

When the bank has accumulated 100 days, new employees may gain a vested interest by contributing two (2) days of annual sick leave for each year of the next five (5) year period, at which time the new employee shall have a vested interest in the bank. Sick leave which is donated to the bank by new employees shall be maintained in a separate account which shall be used to replenish days which are used out of the annual sick leave bank.

In the event that the supplemental bank is depleted, and the balance of the sick leave bank falls below a total of 100 days, all bank members will be required to contribute one (1) day of annual sick leave per year until the bank reaches an accumulation of 100 days.

C. A member will be able to use the following number of days from the sick leave bank:

1. First year of employment through the tenth (10) year of employment a maximum of 25 days cumulative may be used.

2. Eleventh (11) year of employment through the twentieth (20) year of employment a maximum of 30 cumulative may be used.

3. Twenty-first (21) year of employment through the thirtieth (30) year of employment a maximum of 35 cumulative days may be used.

4. Thirty-first (31) year of employment through the fortieth (40) year of employment a maximum of 40 cumulative days may be used.

5. Forty-first (41) year of employment through the fiftieth (50) year of employment a maximum of 45 cumulative days may be used.

D. Preconditions for employees to meet prior to the use of the sick leave bank:

1. The member must have exhausted all his leave resources. — **(Includes—personal, sick leave, vacation leave— (4/22)**
2. Use of the bank will be on a first come, first served basis.
3. A member must have an absence due to an illness or injury of five (5) consecutive days after all leave has been used before a request may be submitted for sick bank days. This is for each and every absence.
4. In case of ongoing illness, rehabilitation, therapy, or injury the BCCEA sick leave bank committee has the right to waive the consecutive day clause.

E. Recommendation for the administration of the sick leave bank will be handled by a committee of three (3) classified staff, appointed by the recognized negotiating organization. Record keeping will be done by the district business office and the recognized negotiating organization shall have the right to periodically examine the records during normal business hours.

F. All requests for the use of the bank must be submitted in writing to the business office and must be supported by a written statement from the employee's personal physician. The business office will forward the request and the records of sick leave used to the committee for a decision.

G. A member withdrawing from the membership in the bank will not be allowed to withdraw his contributed days.

H. Administration of the sick leave bank is subject to the district Board approval or disapproval at the next regular Board meeting. Prior to the Board's decision the advisory committee chairman will present the committee's recommendations to the board.

I. If the sick leave bank is under 100 days at the end of a school term, a member may at the end of the year donate housed sick leave that he would lose to the bank to bring the bank's total pool days to 100 days.

J. In the event the Sick Leave Bank balance of days available goes to zero, members of the bank may each contribute at their discretion any number of days to replenish the bank.

K. If more than 15 days of leave are required for parental leave it shall become sick leave and follow the sick leave policy.

\*\*\* (Policy added 4-11)

## 9.2 PERSONAL LEAVE

~~Two~~ **Three (6/20)** days of paid personal leave will be allowed for circumstances which may require absenteeism. Up to two (2) days Un-used personal leave will be reimbursed at \$75 for a full day and \$50.00 for a ½ day. (4/16) The leave will not be accumulated nor deducted from sick leave and may be used under the following conditions:

~~Staff will be allowed to roll over 1 personal day from the current school year to the next school year.~~

~~\*\*\*Accumulation of personal days cannot exceed 3 in any given year. Staff member wishing to roll over 1 personal day from the current school year to the next school year, must notify the Business Office in writing by May 1<sup>st</sup> of the current school year. IF the Business office is not notified in writing, the employee will be paid for the unused personal days as noted in negotiated agreement above.~~

~~(4/19)~~

1. Staff desiring to use such leave shall submit their request at least two (2) working days in advance of the anticipated absence, except in cases of emergency, for approval by the Superintendent/C.E.O. or designated representative.

2. ~~Such leave shall not be used for seeking other employment. (4/17)~~

3. Personal leave for the 1<sup>st</sup> day of school and during the month on May will be allowed with the following provisions:

- a) At least two weeks' notice be given in writing to immediate supervisor;
- b) Up to three classified employees on a given day; (providing subs can be found if needed)
- c) If more requests are made than allowed, it will come down to who put their request in first. (4-11).

4. Personal Leave can only be used for sick leave if all sick leave is used up.

### **9.3 EMERGENCY LEAVE**

1. Each employee shall be granted the privilege of using a maximum of ten (10) days sick leave to cover absences due to emergencies.

2. ~~Personal leave may be used at the end of the school year for hours lost due to emergency school closures only after the employee has taken advantage of all opportunities provided to make up the time missed. (5/09)-DELETED (4/22) AS NO LONGER NEEDED~~

### **9.4 JURY SERVICE AND OTHER RELATED APPEARANCES**

Employees that serve on jury duty may accept either pay from the school or pay for jury duty. If they accept the pay from the school, they will turn over pay for jury duty to the school. The employee is entitled to receive any expense money paid by the courts (example: travel, meals, motel).

### **9.5 BEREAVEMENT LEAVE**

Each employee may be granted paid bereavement leave upon approval of the Superintendent or her designee.

### **9.6 FAMILY AND MEDICAL LEAVE**

1. An employee who, at the time the leave is effective, has been employed full-time in the district for one-year, shall be allowed up to 12 weeks of unpaid leave for the following reasons:

- a) birth of a child and first year of child care
- b) adoption or foster placement of a child
- c) illness of the employee, spouse, parent or child.

2. During this unpaid leave, the district will continue to pay premiums of its portion of District-sponsored medical insurance in which the employee was enrolled at the beginning of the leave.

3. Requests for family leave shall be accompanied by the appropriate documentation.

## 9.7 VACATIONS

- A. Classified staff members who are employed twelve (12) calendar months shall be granted vacations with pay. Employees who have been on the staff for one (1) year will be granted one (1) week of vacation. After the second year of employment, classified staff, employed twelve (12) months per year, will be granted two (2) weeks of vacation per year. After ten (10) years of employment, classified staff, employed twelve (12) months per year will be granted three (3) weeks of vacation per year, thereafter.
- B. All classified personnel. *Who are employed twelve (12) calendar months, (4/17)* who are hired in June, July or August of any year are eligible for one (1) years credit (1 week vacation) during the June following.
- C. All classified staff members who are employed twelve (12) calendar months shall be granted ten (**11–(4/22)**) paid holidays per year. The holidays will be: New Year's Day, Good, Friday, Memorial Day, **JUNETEETH (4/22)** 4<sup>th</sup> of July, Labor Day, Thanksgiving, Thanksgiving Friday, Christmas Eve, Christmas Day, Day after Christmas. If the holiday falls on Saturday, the employee will get Friday off; if the holiday falls on Sunday, the employee will get Monday off. (3-14)

## 9.8 RETIREMENT AND SEVERANCE POLICIES

- A. Classified staff members who voluntarily leave the system after five (5) consecutive years shall be granted severance pay. The amount of such severance pay shall be calculated by multiplying the classified staff member's daily salary in effect the last full year of service times his/her accumulated sick leave times a factor based on years of experience. This factor is .45 of five (5) years of experience and increases .01 for each year of service thereafter.
- B . Guaranteed Severance Account (3-14)

“When an employee can no longer accumulate sick leave but will lose excess days (when they go over the maximum carry over amount of 55), he/she may place those excess days into a guaranteed severance account. They may accumulate up to 55 days in this account. This account will only be paid as a severance benefit upon meeting the following conditions:

- 1) It will only be effective upon retirement;
- 2) It will only be effective if any employee falls below the maximum of 55 days of accumulated sick leave as outlined in policy 3-23.1 (A);
- 3) Employee can move as many days as they have in the guaranteed severance account to the maximum 55 days for the purpose of calculating severance pay at retirement time in accordance with Policy 3-24.2;
- 4) Days in the “guaranteed severance account” can only be used upon retirement for severance pay – they cannot be used as sick days or for any donation to other members or the sick bank.

\*\*\*\* The policy numbers refer to the Certified Negotiated Agreement, but this policy will work the same way for classified staff as it does for certified staff.

C. Classified Employee's will be part of the SDRS, beginning in school year 2015-2016. The employee shall receive an employer contribution of 6% of the employee's wage, to be calculated each payroll period and deposited into SDRS. (3-15).

## **ARTICLE 10**

### **PERSONNEL FILE**

#### **10.1 CONDITIONS AND PROCEDURES FOR PLACEMENT OF MATERIALS IN FILE**

Only one official file shall be maintained. No evaluative materials shall be placed in the file unless the employee has had an opportunity to read such material. The employee shall acknowledge that he/she has read any materials evaluative in nature by affixing his/her signature on the copy to be filed. However, any material evaluative in nature which has not been reduced in writing within sixty (60) calendar days following the event or occurrence may not be added to the file.

#### **10.2 RIGHT TO RESPOND TO MATERIALS IN FILE**

Within thirty (30) days following the date any material is entered into the employee's personnel file, the employee shall have the right to respond and his/her response shall be attached to the file. The immediate supervisor will sign the response acknowledging that he/she read the material. A copy of the response will be provided to the immediate supervisor.

#### **10.3 RIGHT TO EXAMINE FILE**

An employee shall have the right to examine his/her personnel file within two working days of request and to have a representative of the union accompany him/her in such review. Each file shall contain a record indicating who has reviewed it, the date reviewed, and the reason for such review.

#### **10.4 RIGHT TO REPRODUCE MATERIALS IN FILE**

Upon request, the employer will reproduce one (1) copy of any materials in his/her personnel file.

#### **10.5 RIGHT TO CHALLENGE MATERIALS IN FILE**

In the event any materials are determined to be inaccurate by legal and/or problem resolution procedures, such materials will be removed from the employee's file.

## **ARTICLE 11**

## **EMPLOYEE PROTECTION**

### **11.1 ASSAULT ON EMPLOYEES - PROCEDURES**

Any case of assault upon an employee shall be reported to the Superintendent or designee and assistance will be provided to the employee in handling the incident.

### **11.2 INSURANCE - LIABILITY**

The Board will carry liability insurance on all employees.

## **ARTICLE 12**

### **COMPENSATION AND RELATED PROVISIONS**

#### **12.1 INOCULATIONS**

Flu and other contagious disease inoculations for employees may be provided by the Board. Staff participation shall be voluntary.

#### **12.2 COMPLAINTS**

Any complaints regarding an employee which may have an effect on the employee's evaluation or continued employment, are made to the administration by any parent, student, or other person, shall be in writing and a copy shall be promptly furnished to the employee. Said employee shall have the right to answer in writing and the answer shall be reviewed by the Administrator and attached to the complaint. Comments by the reviewing Administrator shall be signed and also attached to the complaint. This will be in conjunction with the complaint procedure for all employees.

#### **12.3 PAY DAYS - SCHOOL NOT IN SESSION**

If a regular pay date falls on a day when the schools are not in session - with students, then the employee shall receive pay on the last workday preceding pay date. ~~During the shutdown period of any employee, the checks shall be mailed to the designated address of any employee. A formal request must be made during the first week of the school year to the business manager for this service.~~(4/17)

#### **12.4 PAYROLL INSTALLMENTS**

Each employee shall be paid on the basis of twelve (12) monthly paychecks and will be paid on the 20th of the month.

#### **12.5 SCHOOL YEAR-WAGE SCALE**

A. The wage scale shall be as set forth in Appendix A which is attached to and incorporated in this agreement.

## ARTICLE 13

### FRINGE BENEFITS

#### 13.1 MEDICAL INSURANCE

A. The Board will pay ~~\$655~~ ~~\$675~~ \$700 per month towards health insurance (~~4/19~~) (~~4/22~~) (~~4/23~~). If the certified staff settles for an increase in single health insurance benefits beyond this, the classified staff will also receive this increase. ~~If an employee can show that he/she has major medical coverage other than that offered by the district, then the district will pay that employee \$3,060 per year. This amount will be paid out monthly, starting in September and ending in August. The monthly amount will be \$255.~~ (3-14) Stipend will end and not be available to new staff starting with the 2017-2018 year. Anyone currently taking the stipend will continue to receive *that as a benefit*. Should anyone currently taking the stipend need or want to take the school insurance, the stipend amount (\$3060.00 will go away –can't have both the stipend and the school insurance benefit!) Employees will not receive any compensation over and above the cost of insurance. (4/17)

#### 13.2 LIFE INSURANCE

The district shall provide each full-time employee with life insurance as a portion of the fringe benefit package. ~~The amount of life insurance provided will be that specified in the medical insurance package. The school will pay for the life insurance included in the health insurance policy, if the employee takes the cash settlement rather than the \$595 per month.~~ (3/15) (4/17)

#### 13.3 MILEAGE ALLOWANCE

Employees who have proper authorization and are required to utilize their own vehicle in the performance of district duties or to transport themselves or district equipment to work sites other than their initially scheduled, regularly assigned work sites shall receive reimbursement as set by the Board for miles driven from the permanently assigned work site(s).

#### 13.4 TRAVEL TIME

If a classified employee is required to attend any training, they will be compensated for the travel time from the time they leave until the time they return (excluding overnight stays).

## ARTICLE 14

### EFFECT OF AGREEMENT



#### **14.1 COMPLETE UNDERSTANDING**

The terms and conditions set forth in this agreement represent the full and complete understanding and commitment between the parties. Both parties agree that the provisions of this agreement shall not be applied in a manner which is arbitrary, capricious or discriminatory.

#### **14.2 CONTRACTUAL AMENDMENTS**

This agreement shall constitute a binding obligation of both the employer and the association and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in written and signed amendment to this agreement.

#### **14.3 CONTRACT VS BOARD POLICY**

This agreement shall supersede and have precedence over any rules, regulations, or practices of the employer which shall be contrary to or inconsistent with its terms. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the employer.

#### **14.4 SAVINGS CLAUSE**

If any provision of this agreement or any application of this agreement to any bargaining unit member or employee or group of bargaining unit members or employees is held to be 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 be continued in full force and effect.

A. Until all appeals are exhausted with respect to the legality, validity or enforceability of such provision, the provision shall remain in full force and effect. After all appeals are exhausted, the court ruled language will prevail.

B. The parties shall re-negotiate the terms and conditions affected at the time negotiations for the new contract are opened.

### **APPENDIX B**

#### **PAYROLL DEDUCTION AUTHORIZATION**

NAME \_\_\_\_\_

Last

First

Middle Initial

Number and Street

City

State

Zip

I hereby authorize the business office of the Bennett County School District to deduct monies as certified by the Bennett County Classified Education Association from my annual contract salary and to remit the monthly deduction of the monies to the association. The deduction shall be made in the same number of equal consecutive installments as I have elected for payment of contract salary.

This authorization shall be continuous from year to year unless revoked in writing with the business office, with a copy to the association, prior to September 1, or my employment terminates. Money will be certified annually by the BCCEA.

In the event that I leave the employment of the district prior to full payment of the authorized amount, any unpaid balance shall be deducted from the final check.

Date \_\_\_\_\_

Signed \_\_\_\_\_

School \_\_\_\_\_

**Non Discrimination Policy**

Bennett County School District does not unlawfully discriminate on the basis of race, color, religion, national origin, sex, age or disabilities or in its educational programs or activities.

Bennett County School District shall not discriminate against any married or pregnant student or be excluded from any program or activity, including any class or any extra-curricular activity. Married or pregnant students may volunteer to participate in a separate educational program offered by the school; the instructional portion of the program must be equivalent to that offered to all other students.

A physician's certification of fitness to continue in the regular education program may be required of pregnant students only if such certification is required of other students with conditions requiring a physician's care. Pregnancy must be treated as a justification for a student's leave of absence for whatever time period the student's physician finds medically necessary.

Title IX of the e1972 Education Amendments prohibits discrimination on the basis of sex. It requires that: No per-

son. . . shall, on the basis of sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal Financial assistance. . . .

- Step I. The Title IX coordinator shall be responsible for explaining the entire grievance procedure to the complainant. The Title IX coordinator for the Bennett County School District 3-1 is the Bennett County High School Principal, P.O. Box 580, Martin, SD 57551, (605)685-6330.
- Step II. The aggrieved person may file a written complaint containing information about the alleged discrimination on the basis of sex, the time that it occurred, the person apparently responsible for the discrimination, and whether or not it is a continuing form of discrimination. This written complaint shall be filed within thirty (30) calendar days of a specific incident of discrimination on the basis of sex. The complaint shall be filed with the Title IX coordinator for the Bennett County School District.
- Step III. The Title IX coordinator shall attempt to conciliate the complaint with the immediate supervisor or other person apparently responsible for discrimination on the basis of sex. This shall be concluded within thirty (30) days of the filing of the complaint. The Title IX Coordinator shall keep a written record of investigations, attempts at conciliation, and final disposition.
- Step IV. If the complaint has not been resolved at Step III, the aggrieved person may request a decision by the Superintendent.
- Step V. If the attempt to conciliate has failed or the aggrieved person is not satisfied with the decision at Step IV, the aggrieved person may ask for a hearing with the Board of Education for a final disposition of the complaint.

#### **Section 504 Student and Parent Rights in Identification, Evaluation and Placement**

The following is a description of student and parent rights granted by federal law. The intent of the law is to keep you fully informed concerning decisions about your child and to inform you of your rights if you disagree with any of these decisions.

#### **YOU HAVE THE RIGHT TO:**

1. Have your child take part in, and receive benefits from public education programs without discrimination based on a disability.
2. Have the school district advise you as to your rights under federal law.
3. Receive written notice with respect to identification, evaluation, or placement of your child.
4. Have your child receive a free appropriate public education. This includes the right to be educated with other students without disabilities to the maximum extent appropriate. It also includes the right to

have the school district make reasonable accommodations to allow your child an equal opportunity to participate in school and school-related activities.

5. Have your child receive accommodations under Section 504 of the Rehabilitation Act.
6. Have your child educated in facilities and receive services comparable to those provided students without disabilities.
7. Have evaluation, educational, and placement decisions made based upon a variety of information sources, and by individuals who know your child, the evaluation date, and placement options.
8. Have transportation provided to a school placement setting at no greater cost to you than would be incurred if the student were placed in a program operated by the school district.
9. Give your child an equal opportunity to participate in non-academic and extra-curricular activities offered by the school district.
10. Examine all relevant records relating to decisions regarding your child's identification, evaluation, educational program and placement.
11. Obtain copies of educational records at a reasonable cost if the fee would effectively deny you access to the records.
12. Receive a response from the school district to reasonable requests for explanations interpretations of your child's records.
13. Request amendment of your child's educational records if there is reasonable cause to believe that they are accurate, misleading or otherwise in violation of the privacy rights of your child. If the school district refuses this request, it shall notify you within a reasonable time, and advise you of the right to a hearing.
14. Request mediation or an impartial due process hearing related to decisions related to decisions regarding your child's identification, evaluation, educational program, or placement. You and your child may take part in the hearing and have an attorney represent you.
15. Ask for payment of reasonable attorney fees if you are successful on your claim.
16. File a local grievance or complaint to the Office for Civil Rights in Denver, Colorado.  
The person at the Bennett County Schools who is responsible for Section 504 Compliance is  
The school building principals.

**NON-DISCRIMINATION COMPLAINT FORM**

Complainant \_\_\_\_\_

Home Address \_\_\_\_\_

Work Address \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

Date of alleged incident(s) \_\_\_\_\_

Did the incident(s) involve: (check all that apply)

Age harassment                       Sexual harassment                       Racial harassment

Discrimination because of national origin                       Gender discrimination

Discrimination because of disability

Name of person you believed harassed/discriminated you or another person: \_\_\_\_\_

If the alleged harassment/discrimination was toward another person, identify that person: \_\_\_\_\_

Describe the incident as clearly as possible, including such things as what force, if any, was used, and verbal statements (i.e. threats, requests, demands, etc), what, if any, physical contact was involved. Attach additional pages as necessary. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

When and where did the incident(s) occur? \_\_\_\_\_

List any witnesses who were present \_\_\_\_\_

I hereby certify that the information I have provided in this complaint is true, correct, and complete to the best of my knowledge.

\_\_\_\_\_  
Complainant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Received by

\_\_\_\_\_  
Date

**APPENDIX A**

**2023-2024 SALARY FOR CLASSIFIED STAFF**

A. Beginning salary for each new employee will be established by the Board of Education. The minimum beginning salary for a full-time employee will be ~~\$12.00 per hour (4/19)~~ **\$15.00 PER HOUR (4/22)** Minimum salary for a part-time or temporary employee will be ~~\$9.30 per hour (6/20)~~ **Yearly South Dakota Minimum Wage Requirement (3/21)**

B. ~~Additional compensation for bus drivers will be:~~

<del>Bus with CDL license</del>	<del>Basic Pay</del>
<del>80 miles or over</del>	<del>Extended pay of \$2.00 per day (4/1)</del>

C. **All classified staff members will receive an 8 percent raise based on their current hourly wage. (4/23)**

D. **All classified staff members will receive a one-time \$2500.00 (2023-2024 school year) retention payment for returning for the 2023-2024 school year. This one-time money (2023-2024 school year) will be paid out in August 2023, (\$1500.00) and in November 2023, \$1000.00) (4/23)**

**BUS DRIVER SALARY SCALE  
2022-2023**

Substitute Drivers

Regular - Non-CDL

Non-CDL                    \$26.00 per day (3-14)

CDL (BUS)                \$46.00 per day –East Housing  
                                  \$23.00 per trip  
Tuthill/Batesland/Hisle/Allen- \$25.00 per trip

Suburban \$26.00 per day (3-14)

CDL (BUS) \$48.00 per day  
\*\*~~\$24.00~~ **\$25.50** per trip –East Housing  
Tuthill/Batesland/Hisle/Allen-~~\$52.00~~  
~~\$55.00 per day (4/17)~~ **=== \$27.50**  
**PERDAY/PER TRIP**  
**\*\*ADDED \$1.50 PER DAY/PER TRIP**  
**(4/22) (4/23) FOR ROUTE DRIVERS**  
**AND ROUTE BUS RIDERS**

Bus Driver for Activities: (3-15)

- 1) Driving Time for vehicle requiring CDL    \$18 per hour. (4/18)
- 2) Sitting Time during activities. ~~\$9.00~~ ~~\$9.30 per hour (6/20)~~ **South Dakota Minimum Wage Requirement (3/21)**
- 3) Driving Fee for non CDL vehicles: .20 cents per mile. (4/18)

**ARTICLE 16**

**DURATION**

**16.1 DURATION**

This agreement shall be effective on the first employee work day of the **2023-2024** school term, or the date on which full agreement was reached subject to final ratification by both parties, whichever shall last occur, and shall continue in effect until 11:59 p.m., on the day preceding the first employee work day of the **2023-2024** school term. If a successor agreement has not been reached before this date, then the current contract will remain in full effect until a new agreement has been ratified or imposed pursuant to law.

EDUCATION ASSOCIATION

BOARD OF EDUCATION

BY \_\_\_\_\_  
President

By \_\_\_\_\_  
President

BY \_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Vice-President

\_\_\_\_\_  
Date

THE FOLLOWING IS A ONE-TIME ADJUSTMENT ISSUE:

AN ADDITIONAL \$750.00 EACH FOR E-RATE RESPONSIBILITIES:  
JANELLE HAYNES  
LINNAE SLATTERY

(this was added in the spring of 2010 and went into effect with the 2010-2011 school year.)