



Aberdeen School District 6-1

Administrator Negotiated Agreement

**2021-2023 LANGUAGE
2021-2022 SALARY & HEALTH INSURANCE**

REVISED APRIL 26, 2021



TABLE OF CONTENTS

Article I – Agreement	3
Section A – Administrative Organization and General Principles of Administrative Operation	3
Section B – Administrative Authority	3
Section C - Professional Liability	4
Article II – Grievance Procedure	4
Article III – Salary and Related Items	8
Section A – Administrative Salary Increase	8
Section B – Advanced Degrees	8
Section C – Payroll Deductions	9
Section D – Complimentary Activity Pass	9
Section E – Compensatory Time/Pay	9
Section F – Mileage Reimbursement	9
Article IV – Benefits	9
Section A – Insurance	9
Section B – Plan for Early Retirement	11
Section C – Professional Development	12
Section D – Associations	12
Article V – Reduction in Force	12
Section A – Reduction in Staff	12
Article VI – Leaves	14
Section A – Administrative Leave	14
Section B – Special Leave	15
Section C – Leave for Personal/Family Illness or Bereavement Leave	15
Section D – Extended Illness Leave	17
Section E – Family and Medical Leave Act	18
Section F – Military Obligations	19
Section G – Jury Duty, Subpoena or Military Absence	19
Section H – Holidays	19
Section I – Vacations	19
Section J – Inclement Weather	20
Article VII – Administrator Evaluation	20
Section A – Administrator Evaluation	20

Aberdeen School District 6-1 does not discriminate in its policies and programs on the basis of race, color, national origin or ancestry, age, gender (including pregnancy), disability, creed, religion, genetic information, military/veteran status, or any other category protected by law. The Superintendent or designee has been designated to handle inquiries regarding the nondiscrimination policies.

**2021-2023 Language
2021-2022 Salary and Health Insurance**

This document constitutes the entire agreement between the parties and any term, conditions, statements and representation, oral or written, not contained in this agreement, shall not be binding on the parties. The context of this agreement may not be renegotiated during the term of the agreement except by mutual consent.

This agreement for language shall be effective from July 1, 2021 and ending on June 30, 2023. Salary and health insurance will be in effect beginning July 1, 2021 and ending on June 30, 2022.

Should a subsequent Agreement not be effect on July 1, 2021, due to the parties not having concluded the negotiations process, this Agreement shall be in effect until such time as a subsequent contract is approved by the parties or the implementation of contract terms pursuant to SDCL 3-18-8.2.

Should any article, section, or clause of these policies by declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted to the extent that it violates the law. The remaining articles, sections or clauses shall remain in full force and effect. If any portion or provision of this Agreement or application of his Agreement is found to be contrary to Federal or State law, then such provision or application shall become invalid and unenforceable but all other provisions of the Agreement shall continue in full force and effect.

Dated this 26th day of April, 2021

ABERDEEN SCHOOL DISTRICT 6-1 ADMINISTRATORS

By:

Dr. Jason Uttermark

By:

Jared Ahlberg

By:

Renaë Rausch

ABERDEEN SCHOOL DISTRICT 6-1

By:

Brad Olson, Aberdeen School Board President

By:

Tom Janish, Finance Director

Article I – Agreement

Section A – Administrative Organization and General Principles of Administrative Operation

The Superintendent of Schools is charged with the responsibility for the general administration of the Aberdeen Public Schools in accordance with policies adopted by the School Board. In carrying out this responsibility the School Board recognizes the need for the Superintendent to delegate many duties to others at various levels of the administrative organization. The Board further recognizes the need for the greatest possible interchange of ideas in the total development of those functions necessary to the effective administration and operation of the total educational program.

General Principles of the Administrative Operation

1. Those administrators assigned responsibilities at the District Service shall have the specific responsibility for coordinating and overseeing those programs and activities which are provided for all students from Kindergarten through Grade 12, special education, summer school, and in adult education.
2. Each person of the entire staff shall be informed of his/her appropriate duties and to whom he/she is immediately responsible on the organizational chart.
3. Each person shall recognize the proper procedures to follow in the chain of command. This is not intended as to restrict the flow of ideas, information, and recommendations from personnel at any level of the organizational framework.
4. Each staff member shall be made aware of the proper procedure to appeal in case of disagreement with his/her immediate supervisor.
5. In all cases it is important to keep in mind that the building principals are the instructional leaders of their respective schools. The Superintendent of Schools maintains direct authority over all District Office administrators and assigns the supervision of various functions in the district to the Directors or other District Office Administrators.

Section B – Administrative Authority

It is the policy of the Aberdeen School Board that: In the absence of School Board policy governing a set of circumstances, the administration is authorized to act in managing any situation(s) affecting school operations which arise. This authorization includes adopting or promulgating guidelines and directives which satisfactorily govern the conditions. When appropriate, the administration will develop and prepare policies for School Board consideration to govern situations of a recurring nature.

Section C - Professional Liability

The district agrees that it shall defend, hold harmless, and indemnify the Administrator from any and all demands, claims, suits, actions, and legal proceedings brought against the Administrator in his individual capacity, or in the capacity as agent and employee of the district, whether initiated during or after the termination of the Administrator's contract, provided the incident arose while the Administrator was acting within the scope of employment, and provided further that the District has the authority, under the law of the State of South Dakota, to provide such indemnity. Said indemnification shall exclude any conduct which is in violation of any City, State or Federal criminal code, or any conduct which may subject the District to punitive damages. Said indemnification shall be the obligation of the District, and individual board members may not be held personally liable for indemnifying the Administrator against such demands, claims, suits, actions and legal proceedings.

Article II – Grievance Procedure

A. Definitions

1. A "grievance" is a complaint by a employee or group of employees employed by the District, made either individually or by a duly authorized and recognized employee association through its representative that there has been a violation, misinterpretation or inequitable application of any existing agreements, contracts, ordinances, policies, rules or regulations of the School Board as they apply to conditions of employment. Negotiations for, or a disagreement over, non-existing agreement, contract, ordinance, policy, rule or regulation is not a "grievance."
2. "Days" shall mean working school days unless otherwise designated.
3. An "aggrieved employee is an employee or employees or an employee association making the complaint.
4. "Party in interest" is the employee or employees who might be required to take action or against whom action might be taken in order to resolve the problem.
5. A "representative" is a employee designated by the aggrieved employee, administrator, or Board to speak for him/her/them at any level of the procedure.
6. "Board" means the School Board of the Aberdeen School District No. 6-1, Aberdeen, South Dakota.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise between employees and the District, and to facilitate this

purpose, these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the rights of any employee having a grievance to discuss the matter informally with any appropriate member of administration, and having the grievance adjusted without the intervention of the employee association, provided the adjustment is not inconsistent with the terms of any settlement with the employee association then in effect. The employee or the administrator involved in the grievance may be represented by a representative at such an informal discussion only by mutual consent of the employee and the appropriate member of the administration.

C. Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated to each level should be considered as a maximum and every effort made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein shall be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as practicable.
3. To make this Grievance Procedure applicable, a formal grievance must be filed within thirty (30) calendar days of the alleged violation.

D. Procedure

1. **Informal:** Subject to paragraph B2, an employee with a grievance may first discuss it with his/her principal or immediate supervisor with the objective of resolving the matter informally.
2. **Formal:**
 - a. **Level I:** An aggrieved employee shall first file the grievance in writing with his/her principal or immediate supervisor. (See grievance forms on Aberdeen School District website) The principal or supervisor shall arrange a meeting with the aggrieved employee and his/her representative(s), if any, to take place within five (5) school days after the grievance has been filed. Within five (5) school days after the meeting, the principal shall render a decision in writing to the aggrieved party and to his/her representative(s), if any.
 - b. **Level II:** If the aggrieved employee is not satisfied with the disposition of his/her grievance at Level I or if no written decision has been rendered within five (5) school days after the meeting at which the grievance is heard, he/she may file the grievance in

writing with the Superintendent within seven (7) days after the decision at Level I or twelve (12) days after the grievance was presented at Level I, whichever is sooner. The Superintendent shall arrange a meeting with the aggrieved employee and his/her representative(s), if any, within five (5) days and within five (5) days after said meeting the Superintendent shall render his/her decision in writing to the aggrieved party and to the representative(s), if any.

- c. Level III: If the aggrieved employee is not satisfied with the disposition of the grievance at Level II or if no written decision has been rendered within five (50 school days after the hearing on the grievance at Level II, the grievance may be filed in writing with the Board within seven (7) days after the decision at Level II or twelve (12) days after the grievance at Level II was presented, whichever is sooner. The Board shall hold a hearing except that when multiple grievances are pending before the Board, a hearing panel consisting of not less than three (3) Board members may be appointed by the Board to conduct the grievance immediately following the Board's next regular meeting unless the date is changed by mutual consent of the Board and the grievant. When multiple grievances are pending, the Board may, in its discretion, extend the time for a hearing to a time that is more convenient under all the circumstances then existing. The Board may designate a member of the administration to present the administration's viewpoint of the grievance at the hearing. When a hearing panel has been appointed, the panel shall make a written recommendation of the disposition of the grievance to the Board within five (5) days after the grievance hearing. The decision of the Board shall be rendered in writing within five (5) days after the receipt of the hearing panel's recommendation or within five (5) days after the hearing when it is conducted by the Board.
- d. Level IV: If the aggrieved employee is not satisfied with the disposition of the grievance at Level III or if no written decision has been rendered within the time period set forth in the preceding paragraph, he or she may, within ten (10) days after receipt of the written decision of the Board, or within ten (10) days of the date the decision is due, whichever is earlier, appeal to the Department of Labor pursuant to SDCL 3-18-15.2. The inclusion of this paragraph in this Grievance Procedure shall not constitute a waiver by either party of its rights to dispute the authority of the Department of Labor to hear the appeal and/or render any particular decision.

E. Miscellaneous

- 1. Any party or parties in interest may be represented at formal Levels I and II of the grievance procedure personally and by one (1) representative. When the representative is not a member of the

employee association, the employee association shall have the right to have a spokesperson present and to have the spokesperson state its views at the formal Levels I and II of the grievance procedure except when the aggrieved employee specifically requests the exclusion of all but the parties in interest and their respective representatives. At Level III, a maximum of three (3) representatives, one (1) of whom will be the spokesperson, may represent the aggrieved employee or employees involved in a grievance.

2. If, in the judgment of the employee association, a grievance affects a group or class of employees, the association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level II. The employee association shall designate not more than two (2) spokespersons for the association in processing such a grievance through the remaining levels of the grievance procedure. Provided, however, that the employee association shall not be permitted to file or process a grievance with respect to an incident or occurrence on which an employee or group has already initiated a grievance.
3. All documents, communications 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. Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the employee association and given appropriate distribution so as to facilitate operation of the grievance procedure.
5. Meetings and hearings under this procedure shall not be conducted in public and shall include such parties and only such parties in interest and their designated or selected representatives, theretofore referred to in this Grievance Procedure. The vote on the Board's decision on Level III grievances shall be made in open session, but the name of the aggrieved party shall not be disclosed.
6. When it is necessary for a party or parties in interest to attend a meeting or a hearing called during the working day, the Superintendent's Office shall so notify the party or parties in interest, principals, or immediate supervisor, and the party or parties in interest shall be released without loss of pay for such time as their attendance is required at such meeting or hearing.
7. At all hearings conducted under this procedure, the aggrieved employee and the administrative representative may call any witnesses which they desire and may present any evidence that is relevant to the matter being considered. The Board may request that other witnesses be called for questioning by the parties.

Article III – Salary and Related Items

Section A – Administrative Salary Increase

For the 2021-22 school year, Administrator will receive a 3% salary increase.

Administrators will be paid in 12 equal installments (July – June).

Administrative Base Salaries	Contract Days	Base Salary 2021-22
High School Principal	227	\$ 112,082
Middle School Principal	215	\$ 89,911
A-TEC Director	215	\$ 83,576
Elementary Principal	210	\$ 83,576
Director of Special Education	227	\$ 90,967
High School Assistant Principal	215	\$ 85,688
Middle School Assistant Principal	200	\$ 74,075
Director of Operations	227	\$ 82,521
Director of Technology	227	\$ 82,521
Director of Human Resources	227	\$ 82,521
Athletic Director	227	\$ 85,688
Assistant Finance Director	227	\$ 66,684
Foundation Director	208	\$ 38,147

The Base Salary for administrative positions is the starting salary for new hires with no previous work experience in a similar position. The Superintendent may adjust the salary on a case-by-case basis to reflect previous work experience. The employee's starting salary shall not exceed the salary of current employees with the same years of experience in the District.

For purposes of determining years of service, January 1 will be used as the cut-off date. (e.g.: An employee hired prior to January 1 would earn one (1) year of service credit; an employee hired after January 1 would not earn service credit for that year.)

Section B – Advanced Degrees

An administrator who is actively employed in the district shall be awarded a 5,200 stipend for a Specialists Degree and a \$7,800 stipend for a Doctorate Degree each year.

Official transcripts must be sent to the Human Resources office. An administrator who cannot have his/her transcripts in the Human Resources' office before September 1 shall make written notification of such conditions on or before that date.

An administrator must submit the official transcript on or before September 20 of that year in order to receive the stipend. (Deviation from the date noted, September 20, may be allowed by approval of the Superintendent.)

Any course work completed after September 1 cannot be used in determining a stipend on the contract for that year.

The amount shall be shown on the contract as a stipend, to avoid confusion with the current salary schedule. The payment will be added to the current year once the degree is verified to the district.

Section C – Payroll Deductions

The Finance Office, upon proper authorization executed by the individual administrator, shall withhold the following deductions from the employee's monthly salary and pay such amounts directly to the authorized organizations. These deductions include, but are not limited to, professional dues, tax-sheltered annuities, insurance premiums, charitable contributions, and other deductions required by law.

Section D – Complimentary Activity Pass

The Aberdeen School Board shall issue with the employee ID a complimentary activity pass to all employees who are eligible for benefits, to include the employee plus immediate family living in the employee's household, to gain admission to all activities covered by the pass.

Section E – Compensatory Time/Pay

When the Superintendent or designee requests the administrator to work during the summer and/or non-contract days, said administrator shall be paid pro-rata of the administrator's per diem or granted compensatory time during contract days.

Compensatory leave may not be taken during the first or last five (5) student contact days of the school year. This restriction does not apply to District Service Center administrators.

Compensatory leave will not be cumulative and must be used within the administrator's contract calendar.

Section F – Mileage Reimbursement

Mileage will be reimbursed at the State rate for documented trips inside and outside of the District.

Article IV – Benefits

Section A – Insurance

For the 2021-22 school year, the School Board will contribute the following amounts towards the cost of the monthly health insurance premium of the District's approved health insurance plan, provided the Administrator is eligible for benefits. The employee must be employed by the District at least a .5 FTE.

For Administrators Hired Before July 1, 2006			
	Employee Contribution	Board Contribution	Annual Board Contribution to HSA Account
\$2,500 Deductible Plan			
Single	0	\$680	0
Single+1	0	\$1,360	0
Family	0	\$1,550	0
\$4,000 Deductible HSA Plan			
Single	0	\$620	\$720
Single+1	0	\$1,240	\$1,440
Family	0	\$1,430	\$1,440

For Administrators Hired After July 1, 2006			
	Employee Contribution	Board Contribution	Annual Board Contribution to HSA Account
\$2,500 Deductible Plan			
Single	0	\$680	0
Single+1	\$226	\$1,134	0
Family	\$302	\$1,248	0
\$4,000 Deductible HSA Plan			
Single	0	\$620	\$720
Single+1	\$226	\$1,014	\$1,440
Family	\$302	\$1,128	\$1,440

- B. The School Board shall pay the single dental premium on the District's approved dental insurance plan for each Administrator provided the Administrator is employed by the District at least half time.
- C. The District will pay the full premium for the \$15,000 of life insurance on the District's approved plan for each Administrator provided the Administrator is employed by the District at least half time.
- D. Prior to adoption of a new insurance program or change in an existing program carrier, the School Board shall solicit and consider the input of the District Insurance Committee.

Section B – Retirement

Employees who are eligible for benefits shall participate, as required by law, in the South Dakota Retirement System. Employees have 6.0% of their salary deducted for state retirement with an additional 6.0% matched contribution from the District.

Plan for Early Retirement

1. a. The term “employee” as used in this Policy shall mean any member of the Aberdeen Administrators bargaining unit.
- b. The year is defined as being from July 1 to June 30.

Any employee who has reached the age of 55 and has not reached the age of 64, on or before June 30 of his/her retirement year, may elect to retire pursuant to this Policy. The early retirement benefit to be paid to such employee shall be in the amount equal to eighty (80) percent of the employee's last contracted salary, exclusive of any co-curricular salary payments. for those administrators who have been employed in the Aberdeen School District for not less than thirty (30) years or sixty (60) percent for those administrators who have been employed in the Aberdeen School District for not less than twenty (20) years but not more than thirty (30) years. Partial years of service will be counted if employment began prior to January 1.

2. Any employee electing to take early retirement must notify the Superintendent in writing prior to February 1 of the year in which retirement will occur.
3. Annual retirement benefits shall be paid over six (6) fiscal years in July of each year.
4. The employee shall, when making application for retirement under this Policy, designate a beneficiary to receive any payments due under this Policy in the event of the death of the retiree.
 - a. Following the death of a present or future retiree, the remaining annual payments shall be made by the District to the designated beneficiary. The payments shall continue on an annual basis over the remaining six (6) year period.
5. All payments under this policy will be subject to all withholdings required by law.
6. An employee may take early retirement only one time in this district.
7. District retirees shall be eligible to participate in the District's health insurance program to age 65, only if the District's Health Care Benefit Plan so provides.
8. Early retirement is not to be taken before the end of the school year.

9. Staff will not be allowed to retire early and then be hired back at the present position and salary, unless there may be extraordinary circumstances. Some of these circumstances could be, but may not be limited to: ability to find a qualified replacement, lack of available certified/licensed staff, special projects, and limited administrative positions.
10. Those administrators not eligible for early retirement benefits who resign before February 1 will be paid a \$350.00 incentive.
11. The penalty for resigning from a current contract associated with the school year (principals, Special Education Director, Athletic Director) will be \$500 during June, \$1000 during July, and \$1500 from August through the end of the contract year, unless the employee needs to resign as a requirement of receiving disability benefits with South Dakota Retirement System.

Section C – Professional Development

It is the policy of the Aberdeen School District that school administrators shall attend professional meetings and conferences to grow professionally and to collect data for the growth and progress of the school district. As district finance permits, the Superintendent shall consider requests from school district administrators to attend such professional meetings and conferences on a yearly basis. Such professional meetings and conferences are with reimbursements according to district policy.

Section D – Associations

Administrators shall receive reimbursement for professional organization dues and/or memberships at the national and/or state level with approval of the Superintendent.

Article V – Reduction in Force

Section A – Reduction in Staff

In the event that, in the opinion of the School Board, it becomes necessary to implement a reduction of administrative staff at a level below that of the District Officer, this policy will be used to accomplish the task. As used in this policy, the term "reduction" shall refer to the total elimination of an administrative position as well as a decrease in the amount of time an administrator would be assigned to an administrative position.

When a reduction has been determined to be necessary, the School Board shall try to effect such reduction through normal attrition. If this is not feasible in the opinion of the School Board, the reduction will occur through the release of the administrator(s) who has (have) not completed three (3) years of experience as an administrator in the Aberdeen School District in the category in which the reduction is to occur.

In the event that more than one administrator in the category where the reduction is to occur has less than three (3) years of administrative experience

in the Aberdeen School District, the decision as to which one will be affected by the reduction will be made by the School Board after consultation with the Superintendent. In determining which staff members' contracts will not be renewed, the School Board may consider the following factors, not necessarily in order of priority nor shall these factors be considered all inclusive:

- a. Recommendation of the Superintendent
- b. Evaluation records
- c. Qualifications
- d. Certification
- e. Longevity (defined as years of service in the Aberdeen School District).
- f. Educational background
- g. State and Federal mandates
- h. Other relevant considerations

In the event that all building-level administrators have completed at least three (3) years of administrative experience in the Aberdeen School District in the position in which the reduction is to occur, the decision as to which one will be affected by the reduction will be made by the School Board after consultation with the Superintendent. In determining which staff members' contracts will not be renewed, the School Board may consider the following factors, not necessarily in order of priority nor shall these factors be considered all inclusive:

- a. Recommendations of the Superintendent
- b. Evaluation records
- c. Qualifications
- d. Certification
- e. Longevity (defined as years of service in the Aberdeen School District)
- f. Educational background
- g. State and Federal mandates
- h. Other relevant considerations

An administrator whose administrative position is being eliminated, shall be offered a full time teaching position in the District in an area for which the individual is certified. For teacher salary placement, the individual shall be given prior experience credit pursuant to Article VI. An administrator with who is in or beyond their fourth (4th) year of administrative service in the District that has his or her administrative position partially reduced shall be offered a part time teaching position in the District in an area for which the individual is certified so that the combined position will be full time. Placement on the salary schedule for the teaching portion of the contract shall be determined on the basis of the total number of years as a teacher and/or administrator in the Aberdeen School District plus any prior experience that would be granted pursuant to Article III.

Any administrator whose position has been reduced pursuant to this policy shall have recall rights for a period of two (2) calendar years from the effective date of the reduction to the administrative category from which he or she was reduced. The effective date for reductions pursuant to this policy shall be June 30.

Recall privileges cease when the administrator voluntarily resigns. Recall privileges will also cease if, upon being offered a recall, the administrators fails to provide a written acceptance of the recall within ten (10) calendar days of written notification of the recall. Such notice shall be sent by certified mail to the last address furnished to the Superintendent by the administrators, and the ten (10) day period shall commence to run on the date the notice is mailed. Recall privileges will not apply to administrators under contract with another school district, unless that recall is for anticipated positions in the ensuing school year.

Administrators who are proposed for reduction under this policy who do not wish to take a teaching position and who would qualify for the early retirement option if employed for the following school year will be granted early retirement at age 54 at a percent of salary pursuant to Article IV.

Article VI – Leaves

Section A – Administrative Leave

Employees will report to work on each workday except when on an approved leave day. An approved leave day is when accrued paid leave is used or unpaid leave is granted through an applicable policy or law. Exhausting all approved paid and unpaid leaves is subject to dismissal.

Administrative leave, in addition to specific types of leave which are outlined in other policies, shall be granted to administrators as follows:

I. School-Directed Leave

- A. Each administrator may be granted leave for the purposes of attendance of appropriate meetings, conventions, conferences, workshops, etc. with prior approval of the Superintendent for the purpose of enhancing the quality of service rendered to the school.
- B. A request for this leave shall be made to, and approved by, the Superintendent in advance on an Administrative Leave Request Form.
- C. Expenses incurred in the use of this leave shall be paid by the School Board.

II. Short-Term Leave

- A. This type of leave is available for the administrator to use in instances where School-Directed Leave could be used however, the expenses incurred become the responsibility of the administrator. Credit for professional growth and salary placement may be granted by the Superintendent.
- B. Personal leave shall be approved by the Superintendent or designee and shall be available to each administrator and shall not exceed two (2) days in any one (1) school term. Administrators less than twelve

month, may apply for three additional days to be “traded” as comp days which would be made by mutual consent of the Superintendent and the Administrator. These comp days would need to be traded for days that the District Service Center is open. These days will not accumulate and may be used prior to the end of each fiscal year. Twelve (12) month (227 days) administrators are eligible to use the two (2) days of personal leave, if they have exhausted their current year’s accrued vacation.

- C. Any other absence from duty shall be by mutual consent and prior arrangement with the Superintendent of Schools and appropriate compensatory time will be established.
- D. Expenses incurred in the use of this type of leave shall be the responsibility of the administrator.
- E. Requests for short-term leave must be received at least five (5) days in advance on an Administrative Leave Request Form.

Section B – Special Leave

The Superintendent of Schools, or his/her designee, may approve special leave for a administrator for reasons not covered under other leave provisions. Such leave shall be for absences due to so called natural disasters or catastrophes or other special cases of documentable circumstances beyond the administrator’s control. Examples of special cases may, at the discretion of the Superintendent or his designee, include, but are not limited to, inclement weather which prohibits the administrative member from being in the building such as impassable roads due to blizzard, flood, etc. and failure of public transportation which prohibits timely return of the administrator. This could include an extension of short term leave. It is further provided that the administrator will compensate either through pay deduct, vacation, or make up for the leave days during the contract year as determined by the Superintendent or his/her designee.

Section C – Leave for Personal/Family Illness or Bereavement Leave

- A. Each member of the administrative staff is allowed to accrue leave for personal illness or accident, bereavement, and family illness or hereinafter collectively referred to as “Illness Leave” to be taken without loss of pay. Leave will accrue at 1 2/3 days per month based on the number of months, or fraction thereof, of the member’s contract period.
- B. Employees who are parents, would be allowed to use a maximum of five (5) days of family illness leave to care for the employee’s spouse and child during the first six (6) weeks after the birth of a baby. Additional days of family illness leave may be granted due to medical complications of the mother and/or baby. Verification by a medical physician will be required.

1. "Family" for purposes of Section A and B of this policy shall include father, mother, husband, wife, children, brother, sister, grandfather, grandmother, grandchildren, of either the employee or his or her spouse. It may also include any other relatives who are permanent members of the employee's immediate household. Extenuating circumstances may be referred to the Superintendent.

In one (1) contract year, employees will be allowed to use a total of ten (10) days illness leave for bereavement for an immediate family member and a total of three (3) days illness leave for the funeral of someone other than an immediate family member.

Leave for settlement of estates will be charged to short term or vacation leave and not bereavement leave.

- C. Employees, other than the parent(s), would be granted family illness leave following the birth of a baby due to medical complications of the mother and/or baby. Verification by a medical physician will be required.
- D. Illness leave may accumulate to a total arrived at by multiplying the number of the member's contract service days by .50.
- E. An employee who is absent from work because of an occupational disability arising out of and in the course of his/her employment and which is compensable under Worker's Compensation Law shall be paid his/her regular wages for the number of days equal to his/her accumulated sick leave which shall not be charged against such employee's accumulated sick leave. Thereafter, such employee will draw against his/her accumulated sick leave. Worker's Compensation payments received for the days when regular wages are contained or when sick leave payments are made shall be returned to the District.
- F. Employees shall notify their supervisor of sick leave not submitted in advance. The Human Resources Director or other appropriate supervisor may request a physician's statement concerning such absence.
- G. For purposes of this policy, pregnancy which renders the member unable to perform her assigned duties and disability which follows delivery or termination of pregnancy is deemed to be personal illness. Up to six (6) calendar weeks of leave, from the date of delivery, will be allowed as a matter of course. Under FMLA, an additional six (6) weeks of unpaid leave will be allowed.
- H. The Superintendent, School Board, or Human Resources Director may, when a member has claimed leave under this policy for a period of longer than three (3) days, require as a condition to the allowance of benefits under this policy, a physician's written statement that the member has been disabled for the entire period for which benefits have been claimed.

- I. If a member of the administrative staff adopts a child of pre-school age, he or she will be allowed to use up to six (6) calendar weeks of accumulated personal illness leave to prepare for and accept the child into their home environment. Under FMLA, an additional six (6) weeks of unpaid leave will be allowed.
- J. The Superintendent may, upon being advised by a member or a member's physician that the member has a medical condition which restricts the performance of his or her duties, place the member in a leave status until such time as the member's physician advises the Superintendent in writing that the member may return to full duty without restriction. The leave will be charged to the member's accumulated illness leave so long as the member is entitled to such leave under this policy. Thereafter, the leave would be without pay.
- K. If, after consultation with the member, the Superintendent is of the opinion the member has a medically related problem which is restricting the member's performance of his or her duties, he/she may require the member to provide a written physician's statement as to whether the member's condition is restricting the full performance of the member's duties. If the physician's statement is not received within three (3) working days of the request by the Superintendent, the Superintendent may place the member in a leave status. The Superintendent may grant an extension of up to and including three (3) additional working days to provide the written physician's statement if the staff member demonstrates a need to consult a second physician for an additional opinion, is referred to another physician or has an appointment scheduling problem. The leave will be charged to the member's accumulated illness leave so long as the member is entitled to such leave under this policy. Thereafter, the leave would be without pay.
- L. If an employee resigns, retires, or is discharged from employment, any unused accumulated illness leave shall be cancelled.

Section D – Extended Illness Leave

- A. Extended Illness Leave, hereinafter referred to as "EIL" shall be established for Administrators who are absent due to their own personal illness or injury following the exhaustion of their accumulated illness, vacation and annual allotment of short term leave.
- B. The Human Resources Director will administer the EIL.
- C. The Human Resources Director will be responsible for reviewing, granting, and/or denying requests for extended illness leave EIL. He/She will also set all guidelines, produce all necessary forms, and carry out any and all duties necessary in administering the EIL.
- D. Each certified/licensed staff member who has exhausted all of their current and accumulated illness leave may petition the Human Resources Director for extended illness leave by completing the designated form and

returning it to the Superintendent. The maximum number of illness leave assistance days provided to any one (1) employee shall be thirty (30) days in one contractual year, prorated by FTE. Days may or may not be consecutive. More than one (1) request within a contractual year is possible. Illness leave days will be granted at the sole discretion of the Human Resources Director.

- E. Upon request of the Human Resources Director, the participating staff member shall submit a physician's (or other licensed practitioner's) statement certifying the Administrator's inability to perform his/her assigned duties during the period of absence for which the extended illness leave is requested.
- F. Decisions of the Human Resources Director will be submitted to the Superintendent's office for distribution to the Payroll Office and requesting Administrator.
- G. Extended illness leave days granted under this policy shall not be deducted from the recipient's future illness leave.
- H. Decisions of the Human Resources Director will not be subject to the District's Grievance Procedure.
- I. Coordination with the Family and Medical Leave Act

Interpretations with respect to this leave will be governed by The Family and Medical Leave Act of 1993 and the Code of Federal Regulations, Title 29, Part 825, June 4, 1993, as amended, and District Policy GCCAC and GCCAC-R. If a provision of this Section is more restrictive than The Family and Medical Leave Act, or in conflict with it, the provisions of said Act shall apply. To be eligible for FMLA leave, an employee must meet the following requirements:

- 1. have been employed by the Aberdeen School District for at least twelve (12) months;
- 2. work at least twenty (20) hours per week; and
- 3. have worked at least 1,040 hours during the preceding twelve (12) month period.

Section E – Family and Medical Leave Act

Interpretations with respect to this leave will be governed by The Family and Medical Leave Act of 1993 and the Code of Federal Regulations, Title 29, Part 825, June 4, 1993, as amended, and District Policy GCCAC and GCCAC-R. If a provision of this Section is more restrictive than The Family and Medical Leave Act, or in conflict with it, the provisions of said Act shall apply. To be eligible for FMLA leave, an employee must meet the following requirements:

- a. have been employed by the Aberdeen School District for at least twelve (12) months;
- b. work at least twenty (20) hours per week; and
- c. have worked at least 1,040 hours during the preceding twelve (12) month period.

Section F – Military Obligations

The Aberdeen School District staff shall be granted leave without pay to carry out military obligations in accordance with the Uniformed Services Employment and Reemployment Rights Act, if applicable. This Act governs leave of absence and re-employment rights for persons who hold positions other than temporary and request leave to perform military training.

Immediate family members of active duty personnel will be granted up to 2 days of leave with no deduct to attend activation ceremonies, deactivation ceremonies, or graduation for the active duty soldier.

Section G – Jury Duty, Subpoena or Military Absence

All staff members of the Aberdeen School District who may be called for jury duty or subpoenaed (in connection with matters which are not related to business or direct personal activities of the staff member or his or her family) to appear in court shall be granted leave with pay for the days or parts of days such absence is required. Any payment received for jury duty or the designated subpoena absence shall be deducted from the regular salary. Any staff member who is on authorized leave during the school term for the purpose of performing military duty pursuant to the provisions of USERRA shall receive full pay from the District for the period of such absence, not to exceed fifteen (15) working days in any one (1) calendar year, provided, however, that said staff member shall pay to the District the amount of the daily rate of pay received from the government for such military duty for each school day of such absence. Mileage, quarters, food and other similar allowances are not considered part of the daily rate of pay.

Section H – Holidays

The following days will be recognized and observed as holidays if they occur during an employee's regular work period. If school is in session on any of the recognized holidays, the twelve (12) month administrator must work, but he/she will be given a floating holiday to be used before the end of the fiscal year.

Independence Day	New Year's Eve Day
Labor Day	New Year's Day
Native American Day	Presidents' Day
Thanksgiving Day	Good Friday
Friday after Thanksgiving Day	Easter Monday
Christmas Eve Day	Memorial Day
Christmas Day	

Section I – Vacations

Paid vacation leave will be granted to all full-time twelve (12) month (227 day) Administrators.

Twelve (12) month (227 days) administrators shall accrue twenty (20) days of vacation each fiscal year at the rate of 1 2/3 days per month. Accrued vacation must be used within the fiscal year following the year which it is earned. Any accrued vacation that is not so used will be forfeited.

Vacation pay will be based on the employee's regular work week. Employees may only take the amount of vacation leave that has been accrued; vacation leave will not be advanced to employees.

Employees shall request vacation time as many days in advance as possible. The immediate supervisor shall coordinate when employees take vacation and shall make the final determination as to when vacations may be taken consistent with the needs and requirements of the District.

In the event an employee leaves the employ of the district for any reason, including death and discharge, he/she shall receive his/her accumulated vacation pay, which in the case of death, shall be paid to the individual to whom any accrued wages due him/her are paid.

Paid vacation leave awarded upon termination of employment shall not be considered time worked for purposes of extending the employee's termination date.

Section J – Inclement Weather

It is the practice of the school system to follow a procedure for dismissal of students because of inclement weather. Dismissal announcements will be given via the media.

Administrators are to report to work as soon as they are safely able to do so, using reasonable discretion in making their decision to report to work. In the event that employees of the district are told not to attempt to report to work by the Superintendent because of inclement weather conditions, this direction shall also apply to Administrators. In the event that an Administrator does not report to work because of inclement weather conditions, the time lost may be recovered by taking vacation time or by making arrangements agreed upon by the immediate supervisor.

If the start of school is delayed due to inclement weather or other unforeseeable circumstances, Administrators should report to work as soon as is safely possible. In cases of early dismissal, Administrators should be expected to work a normal day, unless otherwise directed by the Superintendent.

Article VII – Administrator Evaluation

Section A – Administrator Evaluation

Administrator Evaluation is a systematic continuous process to assess the professional performance of individual administrators. The process will assist the administrator with various administrative role responsibilities and facilitate decisions regarding tenure. The purpose of the evaluation is two-fold:

1. Evaluation for accountability insures the public's interest in the welfare of their children.
2. To build on the foundation of skills that administrators already possess.

Evaluation is a means of stimulating further professional growth and vision in the administrator.

Each administrator with more than three (3) years of experience in the district shall be evaluated bi-annually through a process at the discretion of the Superintendent.