

2022 - 2023

Educational Support Personnel

AGREEMENT

Todd County Board of Education

and the

Educational Support Personnel Association

Approved: May 9, 2022

Table of Contents

ARTICLE I - PURPOSE AND RECOGNITION.....	3
ARTICLE II - OPENING NEGOTIATIONS.....	3
ARTICLE III - ASSOCIATION RIGHTS.....	3
ARTICLE IV - EDUCATIONAL SUPPORT PERSONNEL EMPLOYEE.....	4
ARTICLE V - TERMS OF EMPLOYMENT.....	4
ARTICLE VI - EMPLOYEE SUPERVISION.....	7
ARTICLE VII - EVALUATION.....	7
ARTICLE VIII - EMPLOYEE WORK YEAR.....	8
ARTICLE IX - INSERVICE PARTICIPATION.....	8
ARTICLE X - BENEFITS.....	8
ARTICLE XI - LEAVES.....	11
ARTICLE XII - GRIEVANCE PROCEDURE.....	14
ARTICLE XIII - BENEFITS.....	17
ARTICLE XIV - EFFECT OF AGREEMENT.....	17

APPENDICES

Appendix A-1	Evaluation Custodian/Maintenance/Bus Driver
Appendix A-2	Evaluation Food Service
Appendix A-3	Evaluation Secretary
Appendix A-4	Evaluation Teacher Assistant
Appendix B	Plan of Assistance
Appendix C	Employee Warning Notice
Appendix D	Grievance Form
Appendix E	Para Professional Hiring Guide
Appendix F	Beginning Wage and Substitute Rate Schedule

ARTICLE I - PURPOSE AND RECOGNITION

Section 1 - Purpose: This Agreement, entered into between the employer, School Board of Todd County School District 66-1 and the Todd County Educational Support Personnel pursuant to and in compliance with SDCL 3-18-1 through 3-18-17 to provide for the terms of rate of pay, wages, hours of employment, or other conditions of employment for Educational Support Personnel during the duration of this Agreement.

Section 2 - Recognition:

(1) Pursuant to the provisions of SDCL 3-18, the Todd County School Board District 66-1, hereinafter referred to as the "Board", recognizes the Todd County Educational Support Personnel #663, as the sole and exclusive representative for all full and part-time support personnel of the Todd County School District 66-1, herein referred to as "Employee".

(2) The Board agrees not to negotiate with any other employees' organization, individual employee, or group of employees with regard to negotiable items, unless otherwise provided for in this Agreement or unless mutually agreed to by the parties during the term of this agreement.

(3) Pursuant to SDCL 3-18-2 this recognition shall be continuous until questioned by the Board, labor or employee organization or employees. Any challenge to recognition must be processed pursuant to the provisions of SDCL 3-18-5.

(4) The Board agrees to interpret and implement this Agreement consistently for all ESP employees throughout all the schools in the District.

ARTICLE II - OPENING NEGOTIATIONS

Section 1 - Opening Negotiations: Upon request of either party to open negotiations, a mutually acceptable meeting date shall be set not more than thirty (30) days (when school is in session) following such request. All meetings shall be held outside of the workday at times and places mutually agreed upon. Specific proposals shall be in writing and made available to the other side no later than or at the time of the first negotiations session. No additional proposals or language shall be accepted after the first meeting (except for counter proposals) unless the parties mutually agree to negotiate the items.

Section 2 - Membership: Each team shall consist of no more than four members. Either team may use resource persons for making a presentation on a specific topic.

Section 3 - Ground Rules: At the first meeting ground rules shall be established. Concepts to be addressed may include but are not limited to open versus closed sessions, length of bargaining sessions, press releases, release of information and the presence of observers. Failure to agree on ground rules cannot result in impasse or stop negotiations.

Section 4 - The Agreement: When agreement is reached between the negotiating teams on all proposals, the proposed agreement shall be reduced to writing and submitted and recommended first to the Employees for ratification. Upon reaching tentative agreement, the District will provide the ESP representatives with a summary page of the agreed-to changes.

After ratification by the Employees, the agreement shall be recommended to the Board. If adopted by the Board, it shall be entered into the official minutes of the Board.

ARTICLE III - ASSOCIATION RIGHTS

Section 1- Conducting Association Business: Representatives of the Association will be permitted to transact official Association business on school property at reasonable times provided that this time shall not interfere with nor interrupt normal school operations.

The Association and its representatives may use school buildings and other property without cost for meetings and Association sponsored activities provided that this should not interfere with nor interrupt normal school operations. The request for use of the building in question shall be forwarded to the building principal in advance of the time and place of all such meetings, and/or activities.

The Association may use school equipment; and shall pay for the reasonable cost of all materials and supplies incident to such use.

Section 2 - Receipt of Complaints: If a complaint addressed through the established complaint form regarding any ESP person arises to job action, the ESP person will receive a copy of the complaint within 5 days of receipt complaint.

Section 3 - An ESP member may be included as a member of any task forces, fact finding group, etc. for the Todd County School District.

ARTICLE IV - EDUCATIONAL SUPPORT PERSONNEL EMPLOYEES

An Educational Support Personnel employee is defined as an employee in one or more of the following work groups:

Classified:	Instructional:
Maintenance personnel	Instructional Aides
Food Service personnel	Tutors
Custodians	Recovery Room Facilitator
Bus Drivers	JAG Coordinator
Secretaries	
Clerks/Receptionist	
Supply Clerk	
Suburban Drivers	
Lead Workers (\$ 1.00 per hour)	
Head Custodian (\$1.25 per hour)	
Security	
Home School Coordinators/Tuancy Officers	

ARTICLE V - TERMS OF EMPLOYMENT

Section 1: Employees covered by the Education Support Personnel agreement are and shall be considered, employees at will and as such, either party may terminate employment with or without cause, at any time by giving the other party 5 day's written notice.

Section 2 - Basic Day: The number of hours per workday for employees shall be as specified on their individual Personnel Action form. In conjunction with Article XI section 6 and Appendix F, a change in the normal eight hour per day and forty hour week may be made by the supervisor.

CLASSIFIED: The Supervisor may approve a flexible work schedule for classified personnel. A flexible work schedule is a schedule other than 8:00 a.m. - 5:00 p.m. with a 60-minute unpaid lunch break.

A classified employee will be considered a full time employee if he/she is scheduled to work 40 hours per week.

All classified personnel shall be entitled to a 15-minute break for each consecutive four (4) hour work period.

All 12 month classified employees shall be required to take at least a 30-minute unpaid uninterrupted lunch break. The building principal or director shall determine the lunch schedule for classified personnel who are not 12 month employees.

INSTRUCTIONAL: The normal day inclusive of lunch and two breaks shall be eight (8) hours. A change in the normal day may be made by the supervisor.

Section 3 - Job Description:

- (1) Each year, prior to the evaluation, the employee and supervisor will preview the individual job description.
- (2) Changes may be made to the job description. Extra duties can be assigned by supervisor but will not interfere with the general duties contained in the job description.

Any extra duties assigned will be at the level of responsibility of the position (Level I, II, III, IV). If the extra duties are beyond the level of responsibility, a reclassification shall be considered, with increase in salary.

Section 4 - Use of Force: The Todd County School District supports its employees in their efforts to maintain a reasonable sense of discipline.

Section 5 - Inclement Weather/Emergencies: The following provisions shall apply in the event of school closing for inclement weather or other emergencies:

CLASSIFIED:

- (1) When school is canceled prior to the start of the work day:
 - a. Twelve month employees are required to work. If twelve month employees cannot report to work, they must contact their supervisor and use vacation time, personal leave or leave without pay. Only the superintendent or superintendent's designee may dismiss these employees during inclement weather without requiring the use of leave. The determination of deteriorated working conditions or inclement weather is a judgment decision and will be made by the Superintendent, who will have the discretionary authority to allow administrative leave in such circumstances. This decision is not subject to complaint or grievance.
 - b. Office personnel, other than 12 month employees, are expected to contact their supervisor to determine if they are to report to work as scheduled or make the day up at the end of the school year.
 - c. Nine (9) month employees will receive payment for actual time worked when school has been called off prior to the normal work schedule. Payment will be made at the end of the next pay period.
 - d. Nine (9) month employees, who have prior approved leave, will be charged as authorized when school is dismissed early.
 - e. If the employee has scheduled leave for that day, the leave will not be assessed.
- (2) If school is canceled after the employees workday has begun, the supervisor with the Superintendent's approval will be able to authorize when staff are allowed to leave. Staff departure will be allowed after the last student departs. Personnel, other than 12 month, will be paid for a normal workday. The determination of deteriorated working conditions or inclement weather is a judgment decision made by the Superintendent, who will have the discretionary authority to allow administrative leave in such circumstances. The decision is not subject to complaint or grievance.
- (3) When the beginning of school is delayed, all employees are expected to report to work one half hour before classes begin.

INSTRUCTIONAL: Any time school is dismissed prior to the start of work due to inclement weather instructional employees shall not be required to report to their duty stations.

If school is cancelled after the employee's workday has begun, the supervisor shall determine the time the employee is dismissed. Personnel, other than 12 month employees will be paid for a normal workday.

Any time the beginning of school is delayed due to inclement weather instructional employees are expected to report to their duty station one half hour before classes begin. If the instructional employee cannot report at the designated time, he/she is to report same to the principal/head teacher and report to his/her duty station as soon as the trip can be safely made. The employee will be required to take leave for the amount of time absent.

Section 6 - Reassignments and Transfers: The superintendent will make reassignments and transfers based on principal/director recommendations of employees for the efficient operation of each district building/department. Consultation with the affected employee will be made by the building principal or director before the superintendent will make reassignment/transfer decisions.

Reassignments may be initiated by the superintendent, or his/her designee, if it is for the welfare of the employee or the building or department. An administrative reassignment will be made only after a conference between the employee and the superintendent, or his/her designee, after which time the employee will be notified in writing of the reason for the reassignment. Any employee desiring a transfer in position may make a request in writing to his/her supervisor with a copy to the superintendent. The following criteria, in order of priority, will form the basis for granting the transfer:

- (1) The qualification of the employee.
- (2) The length of continuous service which the employee has with the district.
- (3) The contribution the employee would make in the new position.
- (4) The likelihood of growth in the position.

In case of a voluntary transfer, the Employee will be placed on the pay schedule based upon the assigned position. In case of an involuntary reassignment, there will be no change in pay.

Section 7 - Absenteeism-Tardiness Policy: All employees have a responsibility to the district to report to work according to their Personnel Action Form. Tardiness and excessive absenteeism will not be acceptable and constitute sufficient grounds for disciplinary action, including suspension without pay or termination of employment. Penalty of Leave Without Pay will be assessed at quarter hour increments: quarter hour (.25 hour) for 8-22 minutes; 1/2 hour (.5 hour) for 23-37 minutes; 3/4 hour (.75 hour) for 38-53 minutes; 1 hour for 54-60 minutes.

It is the responsibility of the employee to notify the supervisor if he/she will be tardy or absent. Notification must be made prior to their start time.

Absenteeism: First instance of absence of an hour or more without notification and authorization: a conference between the employee and immediate supervisor will be held within five work days. The supervisor shall summarize the conference in writing to be signed by supervisor and employee. Such signing by the employee shall only indicate receipt and not necessarily agreement with its contents.

Second instance of absence without notification and authorization: a conference between the employee and supervisor will be held immediately and a letter sent to employee placing employee on notice for the remainder of the employment term. A copy of this letter is sent to the superintendent of schools.

Tardiness: It is the responsibility of the immediate supervisor to discuss habitual tardiness with the employee. If the employee continues to be tardy, written notification of the problem shall be given to the employee with a copy to the employee's personnel file.

Section 8 - Vacancies: When ESP vacancies occur advertisements will be sent to all district schools. When Educational Support Personnel vacancies are to be filled, preference defined as all things being equal, will be given to qualified applicants from within the school district, provided their qualifications (proved and potential ability, training, experience, and personal characteristics) meet the minimum qualifications for the position. If no applicant within the district is found to meet the minimum qualifications, the district shall select the best qualified person from among all who apply within and without the school district.

Section 9 - Time Schedule: The board will set the total number of hours per week, and weeks per year, of work for employees. The normal work week for employees will be Monday through Friday with the exception of legal holidays. Exceptions and schedules may be designated by the school calendar or the building/department supervisor and approved by the superintendent.

Specific time schedules for support staff members will be set by the appropriate administrator in line with pertinent school opening and closing times, student schedules, and so on. Administrators will inform the superintendent of the assigned schedules so that there may be continuity as needed throughout the school district.

Section 10 - Alcohol and Drug Testing: All drivers (bus drivers and suburban drivers) who regularly transport students on a daily basis are subject to the Alcohol and Drug Testing Policy of the Todd County School Board.

Section 11 - Essential Staff: As determined by the superintendent, essential staff will be required to work when administrative leave is granted, (snow removal, payroll, custodians to check and maintain buildings, etc). Hours worked will be compensated as either overtime or regular times hours per individual and will be paid in addition to administrative leave granted by the superintendent.

ARTICLE VI - EMPLOYEE SUPERVISION

Section 1 - Supervision: Each employee will be under the direct supervision of an administrator or his/her designee. At the beginning of employment the employee will be informed of the person/persons who will supervise him/her.

ARTICLE VII - EVALUATION

Section 1 - Purpose of Evaluation: The Todd County School District acknowledges that its educational support employees are an integral part of the education process. These employees contribute greatly to the smooth operation of the school. The district seeks to employ the most qualified people for these positions and expects an exemplary performance from them in their respective realm of duties and responsibilities. In view of this, evaluation of employees shall lead to improved job performance and may serve as a basis for recommending or not recommending continued employment.

Section 2 - Scope of Evaluation: The evaluation shall take into consideration the individual building/department philosophies and objectives. Competency shall be based solely on the results of evaluation.

Section 3 - Conduct of Evaluation: All employees shall be evaluated at least once every year. The evaluation process for employees shall be completed between January 1st and April 15th of each employment year.

The evaluation process shall consist of the evaluation form to be completed by the evaluator and a face to face post conference with the evaluatee. The employee shall be given a copy of the evaluation report prepared by his/her evaluators at least two days prior to the post conference. No such report shall be submitted to the central office, placed in the employee's evaluation file or otherwise acted upon without a conference with the employee. No employee shall be required to sign a blank or incomplete evaluation. A copy of the final evaluation will be provided to the employee and a copy placed in their personnel file.

A rating of (1) or (2) will require a written Plan of Assistance. The final evaluation and post conference shall occur between 15 calendar days and 30 calendar days after the initial evaluation. If the initial evaluation is completed within the 30 days prior to April

15th of the employment year, the evaluation completion date shall be extended 45 calendar days beyond the date of initial evaluation. Upon completion of the evaluation and recommended action to the board for rehire the evaluated ESP should receive a letter of intent to rehire from their supervisor or principal by May 31st of the current school year.

Section 4 - Employee Plan of Assistance: When a situation exists where an employee is not performing his/her job in a satisfactory manner, a written Employee Plan of Assistance will be completed. A plan must be completed for each individual duty or issue with specific plan for improvement listed. Employees failure to comply with the plan of assistance will result in the employee being recommended for termination.

Section 5 - Distribution: A copy of the ESP Agreement will be maintained on the school district's website, in addition a paper copy will be given to new staff upon employment.

Section 6 - Personnel File: Upon completion of employment from the district, the employee's evaluation and personnel file, shall be maintained by his/her supervisor. The employee, upon their request, has the right to review their personnel file.

ARTICLE VIII - EMPLOYEE WORK YEAR

Calendars for Educational Support Personnel are as follows:

- (1) Staff calendars will be established by administration and will be based on the board approved calendar while considering administrative needs and prior year personnel actions.
- (2) Employees, other than 12 month employees, receive an individual calendar attached to their copy of the Personnel Action form.
- (3) If approved by the Employee's administrator and the Superintendent, staff will not be required to attend all-school inservice training, but will instead continue their regular duties.
- (4) ESP shall appoint up to three (3) individuals to sit on the calendar committee.

ARTICLE IX - INSERVICE PARTICIPATION

All employees will participate in mandatory in-service sessions at the beginning of each school year. Twelve month custodians and custodian/bus drivers will be exempt from participating in trainings established at the beginning of each year unless the topic is deemed vital for their positions or to support their continued employment. These employees will be expected to participate in sessions deemed mandatory by administration.

ARTICLE X - BENEFITS

Section 1 - Holiday Pay: The school calendar, as adopted by the board, establishes holidays and school vacation days for all employees. Any school year employee hired on or before October 1, 2004, shall be entitled to receive holiday pay. School year employees hired after October 1, 2004, are not entitled to receive holiday pay. All twelve month employees are entitled to receive holiday pay effective July 1, 2008.

Employees, other than 12 month employees, will be eligible for holiday pay if the holiday falls within their employment time.

Employees who work on a 12 month basis (52 weeks) will be granted holiday pay on such holidays as designated by the board.

The following are considered holidays: Independence Day, Labor Day, Native American Day, Veteran's Day, Thanksgiving, Friday after Thanksgiving, December 24, Christmas Day, New Year's Day, Martin Luther King Day, President's Day, Good Friday, Easter

Monday, and Memorial Day, and Juneteenth(June 19th) in years that the holidays are included in the school board approved calendar.

To qualify for holiday pay, the employee must be at work on the last working day before and the next working day following the holiday, unless his/her absence is approved on the basis of current leave policies.

When a holiday falls on a Saturday, it will be observed on the preceding Friday or if a holiday falls on a Sunday, it shall be observed on the following Monday.

Section 2 - Payment of Salary: All employees shall be paid semi-monthly. In the event the 15th or last day of the month fall on a weekend or holiday, payment will be made on the last working day prior to these days except in December. ESP personnel may have their salary prorated over either 19 or 24 pay periods. Returning employees who wish to change their proration schedule must notify the District's business office by September 1st of the new school year, and cannot be changed during the current year.

Direct deposit will be required for all employees. Any employee who does not have a checking account will be eligible to utilize another form of debit card upon notification to the business office.

When there is an instance where the instructional aide must assume the absent teachers responsibilities for 1/2 hour or more, the aide will be compensated an additional \$6.00 per hour up to and including eight (8) hours payable at the end of each pay period. Payment for substituting will be made when the teacher is out of the building or participating in meetings or attending to responsibilities in the building. The aide will be paid for the hours that are on the teachers leave slip.

Bus drivers will be paid minimum wage for down time on activity/athletic trips.

Section 3 - Mileage: The District will provide transportation whenever possible to enable ESP employees to carry out their duties. In the event private automobiles must be used, the owner shall be reimbursed at the rate per mile set by the State of South Dakota. Mileage reimbursement shall be submitted at the end of each pay period - paid under the next pay period.

When travel is on non-paved roads, the rate of mileage on such roads shall be 125% of the State rate.

Section 4 - Fringe Benefits: Benefits for employees will include coverage, as required by law, under worker's compensation, unemployment, state retirement and participation in the Social Security System.

All employees who work 20 hours or more are required to participate in the South Dakota Retirement System.

Instructional employees who are assigned and do breakfast or lunch duty will be entitled to one meal ticket per year.

Any ESP member shall have the right to request one (1) payroll deduction, excluding Association dues. The ESP member will be assessed a \$10.00 charge for commencing each payroll deduction each year.

In the event an employee receives worker compensation income disability benefits to compensate for lost wages, the employee, at his or her option, may use sick leave benefits (time and pay) to make up the difference in income between the employee's regular pay and worker compensation income benefits. However, an employee receiving worker compensation income benefits is not entitled to receive full sick leave benefits (pay) during the time the employee is receiving worker compensation income benefits. If the employee elects to receive sick leave pay in addition to worker compensation income benefits, one third day will be deducted from the employee's accumulated sick leave for each day sick leave pay is received (worker compensation wage benefits amount to two thirds of the employees regular salary). If the employee elects not to use sick benefits no sick leave days will be deducted from the employee's accumulated total sick leave days. The employee shall notify the business manager, in writing, at the time the employee is granted worker compensation income benefits whether the employee elects to receive sick leave benefits in addition to worker compensation benefits.

The cost of a satisfactory physical examination to renew a bus driving license will be reimbursed by the district.

Credit for years of consecutive service: Each employee is eligible once in a five year span-5 years--\$100; 10 years-\$200; 15 years-\$300; 20 years-\$400; 25 years-\$500; 30 years-\$600; 35 years-\$700; 40 years-\$800; 45 years-\$900; and 50 years-\$1,000; to be paid at the end of the school year. Appropriate taxes and retirement will be deducted from this amount.

Section 5 - Insurance:

(1) The District will provide a group health insurance program for all education support personnel who are regularly employed for 20 hours per week. Program benefits and arrangements for the payment of insurance premiums will be determined independently as provided in the group master insurance policies on file in the Business Office.

(2) It is understood that participation in the group insurance plan by employees is not compulsory. Those electing not to participate in the group insurance plan will not receive a pay increase or any benefits in lieu of non-participation in the plan.

(3) The district shall pay up to a maximum of \$670.00 per month for a single premium and up to \$995.00 per month toward the cost of a two-party or family insurance premium-for all eligible employees electing to be covered under such health insurance program. Any individual and his or her spouse who both worked for the district prior to the 2007-2008 school year and who were on the family insurance plan may continue to be eligible for 100% two party or family coverage. Beginning with the 2007-2008 school year any individual and his or her spouse who both work for the district shall be eligible for \$1340.00 towards either two-party or family coverage.

Should a married couple work for the district and have no children under the age of 26, each employee shall receive up to a maximum of \$670.00 per month to be applied to a single premium or two-party at the discretion of the employees.

Employees may elect to participate in the Section 125 Program applicable to health care premium deductions.

For closeout purposes, employment on the first working day of a month shall be construed as credit for a full month.

(4) New employees have thirty (30) calendar days from the date of hire to apply for insurance benefits. Enrollment forms can be obtained from the district office.

Section 6 - Overtime Compensation: Overtime is defined as work performed in excess of 40 hours per week. A normal work week begins on Sunday and ends the following Saturday.

All overtime shall be preauthorized in writing by the immediate supervisor. In extreme cases due to emergency needs, pre authorization may be given orally and the supervisor shall, as soon as practical under the circumstances, record in writing the verbal authorization. Overtime will be paid at one and one-half (1 1/2) times the regularly hourly rate for the position.

Overtime hours shall be earned only for hours actually worked in excess of forty (40) hours during the workweek, which is defined as 12:00 a.m. Sunday to 11:59 p.m. Saturday.

Employees who are also under contract for extra-curricular (supplemental schedule) positions may have their ESP contract hours adjusted on a weekly basis in order to minimize overtime hours beyond the allotted supplemental hours.

Section 7 - Tuition Reimbursement: If federal funds are available to pay the cost of a tuition reimbursement program for paraprofessionals, then the District will reimburse a paraprofessional employee's tuition for each completed college-level course which is determined by the Superintendent to be applicable to, and likely to improve to the paraprofessional's performance; or which course will qualify toward eventual attainment of an applicable teaching degree. The amount, level or extent of reimbursement will depend upon the provisions of the particular federal funding source. Application for reimbursement must be made to the Superintendent within ninety (90) days of successful completion of the course. If federal funds are not then available

for this purpose, reimbursement will not be given. Reimbursement shall not be granted for courses that were completed prior to July 1, 2018.

ARTICLE XI - LEAVES

Staff members requesting leave are required to fill out slips prior to taking the leave, or fill out the slip the day of their return to work. If this is not done, the leave will be considered Leave Without Pay.

Section 1 - Sick Leave:

(1) All ESP will earn sick leave at a rate of 4 hours per pay period. Nine month employees will earn 4 hours for 19 pay periods, beginning with pay period ending 8/31 and ending with pay period ending 5/31 for a total of 76 hours. Classified staff who are not 9 month or 12 month employees will earn 4 hours per pay period for 21 pay periods, beginning with pay period ending 8/15 and ending with pay period ending 6/15 for a total of 84 hours. Twelve (12) month employees will earn 4 hours each pay period for 24 pay periods, for a total of 96 hours.

(2) Commencing with the 2004-2005 school year, all ESP employees beginning their employment with the District may accumulate sick leave to a maximum of ninety (90) days. All ESP employees employed within the District during the 2003-2004 school year may accumulate up to one hundred ten (110) days. If an employee has reached the maximum number of accumulated days, he/she shall only be eligible to earn more sick leave as outlined in Article XIII, Section 1, Part 1 if the employee uses sick leave and his/her number of accumulated sick leave days falls below the maximum amount allowed. Each employee shall be notified at the beginning of his/her contract year as to how many accumulated days of sick leave he/she has to his/her credit.

(3) Sick leave with pay shall be allowed by the district whenever an employee's absence is due to personal illness or physical disability or illness within the immediate family (guardians, parents, grandparents, brothers, sisters, sons, daughters, or are a member of the same household) which prevents his/her performance of duties on that day or days.

(4) Excessive or questionable use of Sick Leave - immediate supervisor shall periodically review the use of sick leave of all employees working under his/her supervision. When the review indicates clear and convincing evidence that an employee's use of such leave is not in accordance with the provisions of this agreement, the supervisor shall submit a report to the superintendent, and shall furnish a copy to the employee. The supervisor will request a physical examination or a written certificate from a physician of the employee's choice confirming the necessity of any additional absence due to illness during the rest of the employment term. After three consecutive sick leave days the district will be provided with a physician's or physician's assistant statement.

(5) Control of Sick Leave - an employee who abuses the sick leave policy is subject to dismissal or other disciplinary action.

(6) Sick leave may be used for surgery or hospitalization for diagnosis only when an emergency is declared to exist by the employee's physician. (Any employee who knows he/she must undergo surgery or hospitalization for diagnosis may not postpone it until school opens and use sick leave for such absence.)

(7) Holidays occurring during excused sick leave absences will not be deducted from sick leave.

(8) Upon resignation the employee will be paid \$25.00 per day (8 hours) prorated according to hours worked per day for unused sick leave over 55 days and up to 110 days. No accumulative sick leave days will be lost if the employee is granted an official leave of absence.

(9) Employees are eligible to participate in the Sick Leave Bank, according to the Sick Leave Bank Policy.

Section 2 - Vacation: Vacation time for 12 month employees with less than five (5) years of service with the district will be accrued at the rate of eight (8) hours per month or ninety-six (96) hours per year for a total of twelve (12) days.

Vacation time for 12 month employees with five (5) or more consecutive years of service with the district will be accrued at the rate of nine (9) hours per month for eight (8) months and ten (10) hours per month for four (4) months (January, March, April, May), or one hundred twelve (112) hours per year for a total of fourteen (14) days.

Employees who work less than two hundred twenty (220) days will not be eligible for vacation time. An employee who transfers from a 12 month to a 9 month job shall take their saved vacation leave with them.

Vacation time earned during a school year (July 01 - June 30) must be used by the following December 31. An employee who resigns his/her position or whose employment is terminated pursuant to Article VIII shall not be entitled to compensation for unused vacation days.

Section 3 - Family Medical Leave: If the employee is eligible for the Family Medical Leave Act, paid sick leave, personal leave and vacation days taken shall first be applied against the number of days to which the employee is entitled pursuant to the Family Medical Leave Act.

Section 4 - Funeral Leave:

(1) All full-time employees shall be allowed two (2) days funeral leave each employment term.

(2) Funeral leave granted in addition to the two (2) days specified in section (1) above shall be counted against sick leave time but will not be eligible for sick leave bank hours.

(3) In the event of death in the immediate family or where extended travel is involved and/or the employee is responsible for funeral arrangements, the additional use of the unused personal leave days may be requested.

(4) In the event that a funeral is held for a Todd County student, district employee or member of such employee's immediate family, staff members may be excused to attend the funeral service without charge to funeral leave. The superintendent shall determine conditions of such excused leave on the basis of each occurrence.

Section 5 - Personal Leave: Thirty-two (32) hours or four (4) working days of personal leave will be allowed for the employee's personal affairs without loss of pay. For 12 month employees, forty (40) hours or five (5) working days of personal leave will be allowed for the employee's personal affairs without loss of pay. If an employee is hired any time during the school year, personal leave will be prorated based on the employee's start date. The board agrees that such leave, not to be accumulated nor deducted from sick leave, may be used under the following conditions:

(1) Employees desiring to use a personal leave hour or hours shall notify his/her supervisor at least two (2) days in advance of the anticipated absence except in cases of emergency. In cases of emergency the employee must state reasons to his/her supervisor. Decision of the supervisor is not grievable.

(2) Such leave shall not be granted for the first or last day of the school year, nor on the first working day preceding or following a vacation period or holiday unless a special waiver is granted by the superintendent due to extraordinary circumstances. Reasons must be stated before the superintendent will consider the waiver.

(3) 12 month employees may use personal leave for snow days.

(4) All ESP personnel may use Personal Leave if late for work due to inclement weather or road conditions; if supervisor was notified of late arrival.

(5) Any personal leave left at the end of the contract period year will be transferred to your sick leave balance.

- (6) If an employee is hired any time during the school year, personal leave will be prorated based on the employee start date.

Section 6 - Leave Without Pay:

(1) Leave Without Pay (LWOP):

- a. All employees shall be allowed two (2) days Leave Without Pay at the discretion of the superintendent.
- b. Leave Without Pay shall be defined as leave for personal reasons, when personal leave is exhausted or reasons not covered in any of the above policies. Reasons for this may be inclement weather, car trouble, being away from the District, etc. For Leave without Pay (LWOP) an employee must have notified their supervisor prior to their start time or submitted a written leave request. Leave Without Pay may be extended by the superintendent in hardship cases involving sickness documented with a doctor's statement or funeral of an immediate family member, or FMLA-qualified leave.

Section 7 - Civic Duty Leave:

(1) Court and Jury Duty: Any school employee who is called to serve on jury duty or subpoenaed as a witness in a school related court case, will be granted time and paid at his/her daily rate during the absence provided the employee assigns to the District all compensation received for such duty, except that granted for mileage, room and other expenses which are not a part of the daily wage. This assignment shall be necessary, only for those days the employee would be absent from work during his/her employment period. Employees subpoenaed for personal matters shall be required to use personal leave, vacation or leave without pay.

(2) Election Board Duty - to be treated the same as court and jury duty.

(3) Political leave:

- a. All full-time regular employees shall be allowed political leave at the discretion of the superintendent and the school board if there is a qualified substitute available and if the absence of the employee would not seriously hinder the ongoing program of the school.
- b. Political leave shall be defined as leave that would occur when an employee of a school district is elected to a public office which would meet during a part of the school year. EXAMPLE: State Legislature.
- c. Pay shall be docked 100% for political leave.

Section 8 - Military Duty Leave: Any personnel called to serve for Military Reserve, National Guard, etc. for temporary duty or training, shall be granted time off without pay. A copy of the employee's military orders or the employee's drill orders need to be filed with the leave slip.

Section 9 - District Growth Leave: There will be instances when school administration deems it beneficial to the Todd County School District that staff attendance at conferences/workshops is necessary. These conferences/workshops may be either local, state, regional, or national. District growth leave is distinguished from individual growth leave because it is initiated by administration.

Section 10 - Individual Growth Leave:

(1) Individual growth leave shall be defined as leave in connection with school work or school activities. Example: school visitations, meetings of professional organizations and activity clinics. Such leave shall be granted at the discretion of the Superintendent. No district expenses shall be granted.

(2) The local association may be granted up to an accumulation of twenty (20) days per year of unpaid leave to be used to conduct official association business. However, should association presence be required by the administration during the workday or authorized through the grievance procedure the association leave taken for those purposes shall be paid leave. Additionally, if the association leave results in a direct and tangible benefit to the District (e.g., leave taken for professional development which is subsequently shared with other ESP employees through an in-service scheduled by the District) the leave shall be paid leave.

ARTICLE XII - GRIEVANCE PROCEDURE

Section 1 - Definition: The following definitions will be used in this grievance procedure:

(1) **Grievance:** A complaint by an employee or a group of employees based on an alleged violation, misinterpretation, or inequitable application of any existing written agreement, contract, policy, rule, or regulation of the state of South Dakota, the Todd County School District, or any authority, commission, or board, or any branch of the public service, as they apply to conditions of employment. Disagreements over a non-existing agreement, contract, policy, rule or regulation is not a "grievance" and is not subject to this procedure.

(2) **Grievant:** The employee or group of employees making the grievance.

(3) **Appropriate Supervisor:** The administrator, coordinator or immediate supervisor directly responsible for the action(s) giving rise to a grievance and/or capable of acting to resolve the grievance.

(4) **Representative:** Another employee or legal counsel, or any person of the grievant's choice. The initial representation shall be maintained throughout the grievance.

(5) **Days:** Calendar days unless otherwise indicated.

(6) **Chain of Command:** Both parties to this agreement believe in the efficiency of the school organization, and to this end chain of command procedures must be adhered to without coercion and/or threat of retaliation.

Section 2 - Purpose: The purpose of this procedure is to secure, as soon as possible, at the lowest administrative level possible, fair and equitable solutions to problems which may arise between employees and the district. In order to facilitate this purpose, these proceedings will be kept as informal and confidential as may be appropriate at any level.

An ESP employee or group of employees shall have the right at any time to present any grievance to such persons and through such channels as are designated for that purpose.

Section 3 - Time Limits: Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.

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 and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a part in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon as thereafter as is practical.

An ESP employee has 30 calendar days from the date of the alleged violation to file a formal grievance. The day following the event giving rise to a grievance, and the day following any notice as required is received shall be day one (1) for the time line purposes.

Section 4 - Informal Procedure: An employee who has a grievance shall, within ten (10) days of the time the employee knew or should have known of the action giving rise to the grievance, discuss the matter with the appropriate building supervisor (head

teacher, principal, director, manager) in an effort to resolve the matter informally. The building supervisor shall involve the immediate supervisor or other appropriate personnel.

If, after such discussion, the employee is not satisfied with the disposition of the matter, he/she shall have the right to have the Association Representative assist him/her in the effort to resolve the problem informally with the principal or other appropriate administrator or supervisor.

If, after such discussion, the employee is not satisfied with the disposition of the matter, he/she shall have the right to file a formal grievance.

Section 5 - Formal Procedure: If the grievant is not satisfied with the disposition of the grievance following the informal procedure, the employee shall have the right to submit the grievance under the following formal procedure:

Level One (Supervisor)

(1) The grievant shall reduce the grievance to writing and submit it to the appropriate administrator (principal, director, manager) within ten (10) days of the informal meeting provided in Section 3.

(2) The appropriate administrator shall hold a meeting with the grievant and the appropriate persons, within five (5) days of receipt of the written grievance. The building administrator shall issue a written disposition of the grievance, with a copy to the superintendent, within five (5) days of the meeting. If there is no response the grievant may file the grievance at level two.

Level Two (Superintendent)

(1) If the grievant is not satisfied with the disposition of the grievance at Level One, the grievant may file a written appeal with the superintendent within five (5) days of receipt of the Level One disposition.

(2) The superintendent, or designee, may conduct a meeting on the grievance within ten (10) days of receipt of the written appeal.

(3) The superintendent, or designee, shall render a written decision on the grievance to the grievant within five (5) days of the hearing. If there is no response, the grievant may file the grievance at level three.

Level Three (Board of Education)

(1) If the grievant is not satisfied with the disposition of the grievance at Level Two, the grievant may file a written appeal with the Board of Education within ten (10) days of the receipt of the Level Two disposition. Within the notice of appeal the employee shall state the issue(s), fact(s) upon which the grievance is based, the administrative decision(s) on the appeal and why the grievant believes the administrative decision(s) should be reversed.

Upon receipt of the grievance by the Board of Education at a regularly scheduled board meeting, the Board shall schedule a hearing on the grievance and the hearing shall be held within 20 calendar days of the Board's receipt of the grievance. The Board shall issue a written decision on the grievance within 10 calendar days of the hearing.

Level Four (Department of Labor)

If the grievance is not resolved at Level Three, the grievant may file a written appeal of the grievance to the South Dakota Department of Labor, as provided in statute, within thirty (30) days of receipt of the board's decision or expiration of the time limit. Each party shall be responsible for its own cost of such arbitration.

Section 6 - Procedures: The following rules shall govern any grievance proceeding:

- (1) The written grievance shall cite the agreement, contract, policy, rule or regulation under which the alleged violation, misinterpretation, or inequitable application occurred; the nature of the grievance, and the desired resolution.
- (2) Forms for filing and processing grievance shall be prepared at the direction of the board and made available to all employees through their supervisor.
- (3) The time limits provided herein may be extended by mutual written agreement of the parties.
- (4) Except for the initial conference held pursuant to Section 4 (Informal Procedure) a grievant may be represented at any level of this grievance procedure by representatives of their choice.
- (5) No reprisals of any kind shall be taken by any party against any other participant in the grievance procedure by reason of such participation.
- (6) All documents, communications and records dealing with processing of a grievance shall be filed separately from the personnel files of the participants.
- (7) Nothing contained herein shall deprive any employee or Board of any legal right. However, any grievance may be withdrawn at any level without establishing a precedent.
- (8) A grievance may be resolved at any level by mutual agreement of the parties involved.
- (9) During all hearings conducted under this grievance procedure, the parties may call witnesses and present evidence relevant to the grievance. Employees called to participate in any meeting or hearing under this grievance procedure shall be excused to do so without loss of pay or benefits. During the Board Hearing if new information becomes available the grievance may be remanded back to level one of the formal procedure.
- (10) Failure of the grievant to file grievance within established time lines and procedures shall constitute a waiver by the grievant of the grievant right to pursue the grievance.

ARTICLE XIII - BENEFITS

- (1) The Todd County School District shall provide 5 shirts/smocks for food service fashions and styles will be determined by district administration.
- (2) The District shall also provide all food service personnel with a \$60.00 allowance for 1 pair of non-slip shoes selected from an approved list provided by the District. The shoe allowance shall only be reimbursed if a receipt is submitted to the business office.

ARTICLE XIV - EFFECT OF AGREEMENT

- (1) The District retains unto itself the powers and duties vested in it by the law of the State of South Dakota and the United States. The exercise of the afore mentioned powers, duties and adoption of policies shall only be limited by the terms and conditions of this Agreement. Board policies shall be coordinated so as to not be in conflict with this Agreement.
- (2) Individual Personnel Action Form - The terms and conditions of the Agreement shall be reflected in employment agreement.
- (3) Savings Clause - Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this Agreement. The remaining articles, sections and clauses shall remain in full force and effect.
- (4) Inclusions - The parties agree that applicable South Dakota Statutory and Case Law and the Constitution of the United States and the State of South Dakota are hereby incorporated into this Agreement.
- (5) In the event of conflict between this Agreement and the Employee Code of Conduct, the terms of this Negotiated Agreement shall control.
- (6) Terms of Agreement - The provisions of this Agreement shall be effective as of the 1st day of July, 20242 and shall continue in effect through June 30, 20223. If a successor agreement is not arrived at, the terms of this Agreement will remain in effect until a successor agreement is established and signed by both parties or new agreement/contract are imposed to SDCL 3-13-8.2.

IN WITNESS WHEREOF, the parties have executed this Agreement on the ____ day of _____, as follows:

EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

By: Betty Sokol
Chief Negotiator

By: Betty Sokol
Association President

TODD COUNTY SCHOOL DISTRICT

By: [Signature]
Chief Negotiator

By: Debra J. Byrd
President, Board of Education

APPENDICES

Educational Support Personnel Evaluation
 Todd County School District
 Mission, South Dakota
Custodian/Maintenance/Bus Driver
 (only sections that are applicable to position held)

Employee's Name: _____

School: _____

Name of Evaluator: _____

Date: _____

Enter a rating of 1 through 5 for each proficiency, with 5 being outstanding, 4 being proficient, 3 being competent, 2 needs improvement, and 1 being unacceptable

I. Organization and Planning

- A. Is punctual and regular in attendance. _____
- B. Utilizes work time efficiently. _____
- C. Performs all assigned duties promptly, accurately, and effectively. _____
- D. Demonstrates initiative and good judgment. _____
- E. Performs other duties as appropriate and/or directed. _____

II. Interpersonal Relations and Communication

- A. Promotes an inviting and professional atmosphere. _____
- B. Maintains a cordial and effective relationship in meeting the public. _____
- C. Demonstrates courtesy and professionalism in all communications. _____
- D. Appropriately and effectively communicates with co-workers, teachers, administration, students, parents, and the general public. _____

III. Professional Responsibilities/Qualities

- A. Maintains effective working relationships with other employees; works effectively as a team member; maintains positive attitude. _____
- B. Upholds standards of confidentiality. _____
- C. Pursues professional development, training and growth opportunities. _____
- D. Observes and promotes safe work practices. _____
- E. Demonstrates flexibility in work assignments and schedule; is available for altered work schedules. _____

- F. Demonstrates problem-solving skills and abilities. _____
- G. Adheres to and promotes TCSD School Board policies and procedures. _____
- IV. Knowledge and Performance of Job Responsibilities**
- A. Accepts administrative assignments, scheduling and training in the position. _____
- B. Conducts necessary maintenance, repair, and cleaning with a high standard of safety, cleanliness, and efficiency. _____
- C. Carries out daily responsibilities in buildings, rooms, and all facilities. _____
- D. Conducts minor repairs when necessary to building and grounds, reporting major repairs to proper channels. _____
- E. Assists in snow removal and grounds keeping. _____
- F. Inspects all fire extinguishers and helps to conduct monthly fire drills. _____
- G. Attends required meetings. _____
- H. Operates bus and equipment in a safe manner. _____
- I. Maintains bus route, time, and trip schedule. _____
- J. Conducts pre-trip inspection of bus and equipment. _____
- K. Cleans bus and equipment. _____
- L. Maintains a positive relationship with students. _____
- M. Enforces bus rules and safety regulations. _____
- N. Submits to principal or bus shop bus driving logs, quarterly reports, Incident reports, behavior reports, or any other reports. _____

Evaluator's Comments:

Evaluatee's Response and Comments:

Date and Time of Post Conference: _____

Evaluator's Signature

Evaluatee's Signature

A rating of 1 or 2 will require a written Plan of Assistance. The evaluatee's signature does not indicate agreement with evaluation outcome.

Educational Support Personnel Evaluation
 Todd County School District
 Mission, South Dakota
Food Service

Employee's Name: _____

School: _____

Name of Evaluator: _____

Date: _____

Enter a rating of 1 through 5 for each proficiency, with 5 being outstanding, 4 being proficient, 3 being competent, 2 needs improvement, and 1 being unacceptable

I. Organization and Planning

- A. Is punctual and regular in attendance. _____
- B. Utilizes work time efficiently. _____
- C. Performs all assigned duties promptly, accurately, and effectively. _____
- D. Demonstrates initiative and good judgment. _____
- E. Performs other duties as appropriate and/or directed. _____

II. Interpersonal Relations and Communication

- A. Promotes an inviting and professional atmosphere. _____
- B. Maintains a cordial and effective relationship in meeting the public. _____
- C. Demonstrates courtesy and professionalism in all communications. _____
- D. Appropriately and effectively communicates with co-workers, teachers, administration, students, parents, and the general public. _____

III. Professional Responsibilities/Qualities

- A. Maintains effective working relationships with other employees; works effectively as a team member; maintains positive attitude. _____
- B. Upholds standards of confidentiality. _____
- C. Pursues professional development, training and growth opportunities. _____
- D. Observes and promotes safe work practices. _____

- E. Demonstrates flexibility in work assignments and schedule; is available for altered work schedules. _____
- F. Demonstrates problem-solving skills and abilities. _____
- G. Adheres to and promotes TCSD School Board policies and procedures. _____

IV. Knowledge and Performance of Job Responsibilities

- A. Stores food in designated areas, utilizing knowledge of temperature requirements and food spoilage guidelines. _____
- B. Stores food in refrigerators after covering, labeling and dating; discards outdated food items. Maintains record of items used (when requested). _____
- C. Prepares food according to standardized recipes and established food preparation procedures. _____
- D. Courteously serves food to students with accuracy and speed while adhering to portion control, safety and appearance standards. _____
- E. Follows established sanitary techniques while preparing and serving food and while handling clean utensils. _____
- F. Inspects cleaned dishes for cleanliness, chips, cracks, etc., and stores in appropriate locations. _____
- G. Exhibits proficiency. _____
- H. Completes and files all necessary paperwork. _____

Evaluator's Comments:

Evaluatee's Response and Comments:

Date and Time of Post Conference: _____

Evaluatee's Signature

Supervisor's Signature

A rating of 1 or 2 will require a written Plan of Assistance. The evaluatee's signature does not indicate agreement with evaluation outcome.

Educational Support Personnel Evaluation
 Todd County School District
 Mission, South Dakota
School Secretary
 (Includes clerks and receptionists)

Employee's Name: _____

School: _____

Name of Evaluator: _____

Date: _____

Enter a rating of 1 through 5 for each proficiency, with 5 being outstanding, 4 being proficient, 3 being competent, 2 needs improvement, and 1 being unacceptable

I. Organization and Planning

- A. Is punctual and regular in attendance. _____
- B. Utilizes work time efficiently. _____
- C. Performs all assigned duties promptly, accurately, and effectively. _____
- D. Demonstrates initiative and good judgment. _____
- E. Performs other duties as appropriate and/or directed. _____

II. Interpersonal Relations and Communication

- A. Promotes an inviting and professional atmosphere. _____
- B. Maintains a cordial and effective relationship in meeting the public. _____
- C. Demonstrates courtesy and professionalism in all communications. _____
- D. Appropriately and effectively communicates with co-workers, teachers, administration, students, parents, and the general public. _____

III. Professional Responsibilities/Qualities

- A. Maintains effective working relationships with other employees; works effectively as a team member; maintains positive attitude. _____
- B. Upholds standards of confidentiality. _____
- C. Pursues professional development, training and growth opportunities. _____
- D. Observes and promotes safe work practices. _____

E. Demonstrates flexibility in work assignments and schedule; is available for altered work schedules. _____

F. Demonstrates problem-solving skills and abilities. _____

G. Adheres to and promotes TCSD School Board policies and procedures. _____

IV. Knowledge and Performance of Job Responsibilities

A. Greets visitors, answers telephone, and provides information in a timely and professional manner. _____

B. Prepares general correspondence, memorandum, reports, schedules, and other materials from rough draft, copy, notes or verbal instruction. _____

C. Properly uses and maintains office equipment. Demonstrates skill and proficiency in necessary computer technology. _____

D. Maintains appointment calendar, schedules appointments, conferences and meetings as requested or required. _____

E. Collects and prepares data as needed, reviews for accuracy, completeness and conformance to established standards. _____

F. Maintains students files and records; prepares files and records for entering and withdrawing students. _____

G. Assists with scheduling substitutes and maintaining attendance records. _____

H. Administers first aid and dispenses medicine as directed or requested by building administrator (if applicable). _____

I. Maintains general knowledge of home/school relations (school families, parent pick-ups, legal matters). _____

J. Possesses a thorough knowledge of staff responsibilities and programs within a work site. _____

K. Submits time cards to district office in a timely manner on due dates. _____

L. Demonstrates proficiency in telephone skills. _____

Evaluator's Comments:

Evaluatee's Response and Comments:

Date and Time of Post Conference: _____

Evaluator's Signature

Evaluatee's Signature

A rating of 1 or 2 will require a written Plan of Assistance. The evaluatee's signature does not indicate agreement with evaluation outcome.

Educational Support Personnel Evaluation
 Todd County School District
 Mission, South Dakota
Teacher Assistant
 (Instructional and Non-Instructional)
 Includes home school coordinator and security

Employee's Name: _____

School: _____

Name of Evaluator: _____

Date: _____

Enter a rating of 1 through 5 for each proficiency, with 5 being outstanding, 4 being proficient, 3 being competent, 2 needs improvement, and 1 being unacceptable

I. Organization and Planning

A. Is punctual and regular in attendance. _____

B. Utilizes work time efficiently. _____

C. Performs all assigned duties promptly, accurately, and effectively. _____

D. Demonstrates initiative and good judgment. _____

E. Performs other duties as appropriate and/or directed. _____

II. Interpersonal Relations and Communication

A. Promotes an inviting and professional atmosphere. _____

B. Maintains a cordial and effective relationship in meeting the public. _____

C. Demonstrates courtesy and professionalism in all communications. _____

D. Appropriately and effectively communicates with co-workers, teachers, administration, students, parents, and the general public. _____

III. Professional Responsibilities/Qualities

A. Maintains effective working relationships with other employees; works effectively as a team member; maintains positive attitude. _____

B. Upholds standards of confidentiality. _____

C. Pursues professional development, training and growth opportunities. _____

D. Observes and promotes safe work practices. _____

- E. Demonstrates flexibility in work assignments and schedule; is available for altered work schedules. _____
- D. Demonstrates problem-solving skills and abilities. _____
- G. Adheres to and promotes TCSD School Board policies and procedures. _____
- IV. Knowledge and Performance of Job Responsibilities**
- A. Keeps abreast of current developments in classroom instruction. _____
- B. Maintains communication with assigned teachers. _____
- C. Demonstrates effective and approved classroom management techniques. _____
- D. Keeps accurate student records (if applicable). _____
- E. Participates in planning and presenting lessons (if applicable). _____
- F. Maintains student time-on-task. _____
- G. Adjusts instruction to the needs of students. _____
- H. Provides positive reinforcement to students. _____
- I. Is aware of classroom routine. _____
- J. Able to work with small instruction groups. _____
- K. Receptive to parent participation. _____
- L. Participates in parent conferences and home visits (home visits for home school coordinators only). _____
- M. Able to explain classroom procedures. _____
- N. Is available to students/teachers as needed. _____

Evaluator's Comments:

Evaluatee's Response and Comments:

Date and Time of Post Conference: _____

Evaluator's Signature

Evaluatee's Signature

A rating of 1 or 2 will require a written Plan of Assistance. The evaluatee's signature does not indicate agreement with evaluation outcome.

**PLAN OF ASSISTANCE
CONFIDENTIAL**

Date: _____

Evaluator: _____

Staff Member: _____

Building: _____

Position: _____

1. Deficiency(ies) observed:

2. Program to be followed:

3. Describe assistance to be offered:

4. Monitoring procedure:

Staff Member: _____ Date: _____

Evaluator: _____ Date: _____

**TODD COUNTY SCHOOL DISTRICT
PERSONNEL DISCIPLINE ACTION FORM**

Type of Disciplinary Action		Verbal Warning/Reprimand
		Written Reprimand
		Recommend to Superintendent for Suspension with Pay
		Recommend to Superintendent for Suspension without Pay
		Recommend to Terminate Employment

INCIDENT DETAILS	
Date of Infraction/Violation:	TCSD Policy:
Describe the FACTS of the incident that warrants this action:	
Describe your expectations for improvement, if applicable:	

Supervisors Signature: _____ Date: _____

This section required if meeting is possible

I have discussed this disciplinary action with the employee:	
Supervisors Signature: _____	Date: _____
<p>To the employee: The employment has the right to utilize the TCSD employee grievance procedures outlined in the employee handbook if you disagree with this action.</p> <p>Signing this action form acknowledges that you have met with the supervisor and received a copy of this form.</p>	
Employee _____	Date _____

TODD COUNTY SCHOOL DISTRICT GRIEVANCE FORM

NAME OF GRIEVANT: _____

POLICY, RULE OR REGULATION VIOLATED: _____

GRIEVANCE NUMBER: _____ DATE OF ALLEGED VIOLATION: _____

Description:

Remedy Requested:

Signature of Grievant: _____ Date: _____

LEVEL ONE

Date Rec'd: _____ Initial: _____ Reply Date: _____ Initial: _____

Admin Disposition: _____ Denied: _____ Granted: _____

Reason:

Signature of Admin: _____ Date: _____

LEVEL TWO

Date Rec'd: _____ Initial: _____ Reply Date: _____ Initial: _____

Admin Disposition: _____ Denied: _____ Granted: _____

Reason:

Signature of Superintendent: _____ Date: _____

LEVEL THREE

Date Rec'd: _____ Initial: _____ Reply Date: _____ Initial: _____

Admin Disposition: _____ Denied: _____ Granted: _____

Reason:

Signature of Board President: _____ Date: _____

**TODD COUNTY SCHOOL DISTRICT
2022 – 2023 PARAPROFESSIONAL HIRING GUIDE FOR NEW EMPLOYEES**

STEP	HS	16-29 HRS	30-59 HRS	60-89 HRS	90-119 HRS	120+/BA/BS
0	16.50	16.75	17.00	17.25	17.50	17.75
1	16.70	16.95	17.20	17.45	17.70	17.95
2	16.90	17.15	17.40	17.65	17.90	18.15
3	17.10	17.35	17.60	17.85	18.10	18.35
4	17.30	17.55	17.80	18.05	18.30	18.55
5	17.50	17.75	18.00	18.25	18.50	18.75
6	17.70	17.95	18.20	18.45	18.70	18.95
7	17.90	18.15	18.40	18.65	18.90	19.15
8	18.10	18.35	18.60	18.85	19.10	19.35

Salary for returning employees will be determined through negotiations each year. Salary for placement on the hiring guide for new employees shall be determined by the Board of Education, in its sole discretion, and the board may exceed the hiring guide if the board deems the same necessary.

A personnel action will be sent to each employee by August 15th of the current year.

TODD COUNTY SCHOOL DISTRICT 2022 2023 RETURNING SALARY SCHEDULE

A \$2.00 an hour raise will be paid to all staff.

To qualify for an increase in salary the employee must have worked a minimum of 88 days.

Application and official transcripts for horizontal movement on the schedule must be filed in the Business Office within three weeks of employment to become effective for the school year. No horizontal movement will take place after that date. Credits must be from an accredited member of the North Central Association of Colleges or one of the six regional institutional accrediting associations in the United States.

Beginning with 2018-2019, salary rate increase for credit earned will be granted at .25/hour for each of the following: + 16-29; +30-59; +60-89; +90-119; +120+BA/BS.

TODD COUNTY SCHOOL DISTRICT 2022 - 2023 BEGINNING WAGE SCHEDULE

Category	Beginning Wage/Sub Rate Transportation
Suburban Drivers	\$14.70 (CDL not required)
Bus Drivers	\$18.50 for Class C
	\$19.50 for Class B
	(Additional \$.25 per hour for air brake certification)

Employees who are certified in the area of asbestos, lead paint, and pesticides and have been identified by their supervisor as an employee whose workload includes working with these items will be awarded \$250 per year for each certified area for the years the certification is valid. A copy of the certification must be submitted to the Human Resources Office by October 1st of each year for payment.

If an Activity Bus Driver has been notified after 12 o'clock noon that their route has been canceled for the day, the driver will be paid for the hours that he/she would have driven.

Maintenance/Custodial

Custodians/Maintenance	\$14.50
Summer Maintenance	\$14.50
Summer Groundskeeper	\$14.50
Security	\$14.50

High School work study/summer maintenance South Dakota Minimum Wage

Supplies and Warehouse

Supply Clerk	\$14.50
--------------	---------

Clerical/Secretarial

Level II	\$14.50
Level III	\$14.75
Level IV	\$15.00

Food Service

Assistant	\$14.50
Manager I	\$15.00
Manager II	\$15.50
Manager III	\$15.25 (Includes 2 years prior experience requirement)

Medication Aide \$200.00 per year provided the employee has completed and turned in med logs demonstrating performance of her/her fair share of the medication aide services.

An additional \$.25 per hour is allowed for previous experience up to a total of eight (8) years (\$2.00) in all categories with the exception of summer maintenance workers and food service servers.

Any new employee hired with a HS diploma or GED will be given an additional \$.25 starting to the figures above.