

# **INDEPENDENT EMPLOYEE HANDBOOK**

**2019-2020**



**HARRISBURG SCHOOL  
DISTRICT 41-2**

Adopted 3/4/19  
Revised 4/1/19

## **WELCOME**

Welcome to **Harrisburg School District 41-2**. We are delighted that you have chosen to join our School District and hope that you will enjoy a long and successful career with us.

You are joining a School District that has a reputation for outstanding leadership, innovation, and expertise. Our employees use their creativity and talent to invent new solutions, meet new demands, and offer the most effective support to students. With your active involvement, creativity, and support, Harrisburg will continue to achieve its goals. We sincerely hope you will take pride in being an important part of Harrisburg's success.

Please take time to review the policies contained in this handbook. If you have questions, feel free to ask your supervisor or to contact the Human Resources Department.

## TABLE OF CONTENTS

EMPLOYMENT RELATIONSHIP	4
TIME OFF & LEAVES OF ABSENCE	7
EMPLOYEE BENEFITS	12
WORKPLACE GUIDELINES	16
MICELLANEOUS	17
ACKNOWLEDGEMENT	19

## EMPLOYMENT RELATIONSHIP

### **A. Employment Classification**

In order to determine eligibility for benefits and overtime status and to ensure compliance with federal and state laws and regulations, Harrisburg classifies its employees as shown below. The School Board may review or change employee classifications at any time.

**Exempt.** Exempt employees are paid on a salaried basis and are not eligible to receive overtime pay.

**Salaried-Nonexempt.** Nonexempt employees are paid on a salaried basis and are eligible to receive overtime pay for overtime hours worked.

**Hourly-Nonexempt.** Nonexempt employees are paid on an hourly basis and are eligible to receive overtime pay for overtime hours worked.

**Full-Time.** Employees who are not in a temporary status and work a minimum of 30 hours weekly and maintain continuous employment status. Generally, these employees are eligible for the full-time benefits package and are subject to the terms, conditions, and limitations of each benefits program.

**Part-Time.** Employees who are not in a temporary status and who are regularly scheduled to work fewer than 30 hours weekly and who maintain continuous employment status. Part-time employees are eligible for some of the benefits offered by the company and are subject to the terms, conditions, and limitations of each benefits program.

### **B. Work Day/Work Week**

The designated workday for each position will be determined by supervision based on requirements of the position. Harrisburg School District's work week begins at 12:00 a.m. on Sunday and ends at 11:59 p.m. on Saturday. In the event an employee is scheduled to work a shift that begins on Saturday and continues into Sunday, it shall be considered one continuous shift. Such shift(s) shall be counted on the Saturday work week.

### **C. Overtime**

For employees eligible for overtime, any hours worked beyond forty (40) within one work week (as defined above) will be calculated at 1½ times the employee's regular hourly rate. Paid leave, such as holiday, vacation, bereavement time, and jury duty does not apply toward work time when calculating overtime. All unplanned overtime must be approved in a written communication in advance by the employee's supervisor.

### **D. Payment of Compensation**

Payroll is distributed on the 15th and 30th of each month. If such date occurs on a Saturday, Sunday, or holiday, payroll will be distributed on the preceding work day. Specific pay dates for each year are communicated by Human Resources at the beginning of each fiscal year.

**Direct Deposit-** Harrisburg School District utilizes direct deposit for distributing payroll. Direct deposit forms are available in orientation packets, online, and at the Business office. Direct deposit elections may be changed at any time.

**Compensation for Professional Training Outside of Contract –** Contracted employees who are involved in professional training that is requested by the District and is outside the contract terms, employees will be paid \$150/day. If the training is less than one day, the rate will be prorated.

Call In Pay – Hourly employees required to report to work outside of their regular scheduled hours will be paid a minimum of one hour, or for the time worked, whichever is greater.

#### **E. Deductions from Pay**

The Fair Labor Standards Act (FLSA) limits the types of deductions that may be made from the pay of an exempt employee. Deductions that are permitted include:

- Deductions that are required by law, e.g., income taxes;
- Deductions for employee benefits when authorized by the employee;
- Absence from work if the deduction is made in accordance with the “Time Off and Leaves of Absence” section of this handbook;
- Unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions.

In addition, an employee may be paid only for hours worked during a period when the employee is using unpaid leave under the Family and Medical Leave Act (FMLA).

#### **F. Personnel Files**

All Personnel files are kept confidential in the Business/HR office. Such files cannot be accessed without approval from the Superintendent or designee.

#### **G. Work Breaks**

Employees whose daily work assignment exceeds five hours may take a 20-minute work break in the morning and a 20-minute work break in the afternoon. Such breaks are not guaranteed, however will be available whenever time permits at the discretion of the supervisor.

#### **H. Time Clocks/Kiosks**

All hourly employees are designated a number in which to identify themselves when checking in and out of work. Time clocks and/or computer kiosks are provided in designated areas within each building. Breaks of 20 minutes or less are paid breaks and checking out is not required.

#### **I. Immunization**

If in the event the South Dakota Department of health recommends staff be immunized, or show proof of immunization for a particular disease in order for him/her to be in contact with students, staff must produce evidence of immunization of immunity of that disease prior to reporting for work. Staff will not be paid for time off beyond the use of available personal days used during the time they are absent gaining either the immunization, evidence of immunization, or the incubation period required for the particular disease.

#### **J. Reimbursement of Background Checks**

Following a successful background check and 30-day term of employment, the employee shall be reimbursed the cost of such background check.

#### **K. Separation from Employment**

Harrisburg School District is an “at-will” employer and operates under the provision that employees have the right to resign their position at any time, with or without notice and with or without cause. The District has similar rights to terminate the employment relationship at any time, with or without notice and with or without cause.

In the event an employee does not report to work for three consecutive days without notice to his/her

supervisor, the District will consider such action as a voluntary resignation and employment will be terminated.

Termination dates will be recorded as a last day of employee's work. Employment cannot be extended by use of vacation or any other type of leave.

## **TIME OFF AND LEAVES OF ABSENCE**

### **A. General**

Request and approval for paid and unpaid leaves shall be made to the Superintendent or designee. Employees must exhaust all available **applicable** paid leave prior to utilizing leave without pay.

### **B. The Family and Medical Leave Act (FMLA)**

Provides qualifying employees with up to 12 weeks of unpaid, job protected leave per rolling calendar year. It also requires that their group health benefits be maintained during the leave. The Harrisburg School District will abide by this federal law and apply its policies with it when addressing what will be considered paid leave and its length.

### **C. Sick**

If an employee is unable to perform assigned duties due to personal illness, the employee may take sick leave upon notice to the administrator. Sick leave will be deducted in increments of  $\frac{1}{4}$  day,  $\frac{1}{2}$  day,  $\frac{3}{4}$  day, or full day.

A full-time employee (as defined in "Employment Relationship" section) shall be given ten (10) days sick leave each school year. Any unused sick leave may accumulate to a maximum of eighty-five (85) days.

A part-time employee (as defined in "Employment Relationship" section) shall be given six (6) days each school year. A day, in this situation, will be defined to equal the number of hours the respective employee works in their normal day. Any unused sick leave may accumulate to a maximum of twenty-five (25) days.

Both full-time and part-time employees will receive compensation for each unused day of sick leave over the allowed allotted accumulation. Such compensation is at a rate of **\$65** per day to be paid out on the last payroll date in June for the previous school year.

The Superintendent may request physician certification, at the employee's expense, if the need for absence is more than three (consecutive) days. All employee and School District responsibilities under the FMLA apply while sick leave is utilized.

An employee shall be required to submit to a health examination, at the District's expense, if it is in the opinion of the School Board that it is necessary to confirm the employee's capability to perform the essential functions of his/her assigned duties.

### **D. Maternity/Paternity/Adoption Leave**

If a leave of absence is for the birth or adoption of a child, employees utilize their acquired sick leave for compensation while absent from work.

Birth mothers utilize up to a maximum of thirty (30) sick leave days for a vaginal delivery or forty (40) sick leave days if a cesarean delivery is required. Use of such days commence the day the baby is born or when the mother is medically required to be off work, by her physician, prior to the birth. Such days must be continuous from the point of commencement and are only allowed for days absent during the contract year. This period of time may not be extended due to vacation days or school cancellations days, however sick leave will not be deducted for such days.

Fathers utilize up to a maximum of ten (10) sick leave days for the birth of a child. Use of such days commence the day the baby is born, must be continuous, and are only allowed for days absent during the contract year. This period of time may not be extended due to vacation days or school cancellations days, however sick leave will not be deducted for such days.

Each adoptive parent of a child the age of 0-12 months may utilize up to a maximum of thirty (30) sick leave days. Each adoptive parent of a child age 13-60 months may utilize up to a maximum of twenty (20) sick leave days. Use of such paid days commence within forty (40 days) of the placement of the child, must be continuous, and are only allowed for days absent during the contract year. This period of time may not be extended due to vacation days or school cancellations days, however sick leave will not be deducted for such days. Use of sick leave, for adoption compensation purposes, is limited to once per contract year.

Following the same guidelines above, part-time employees who work on the average, 20-30 hours per week shall receive ½ the amount of paid leave as stated above.

All employee and School District responsibilities under the FMLA apply while this leave is utilized.

**E. Family Illness**

Family member is defined as spouse, child, mother, father, mother-in-law, father-in-law, or any member of the employee’s household. Two days per illness shall be allowed each employee because of illness of a family member. An additional five (5) days may be allowed upon presenting the Superintendent a written request from the family doctor certifying the necessity of the presence of the employee at the bedside of the family member. In extenuating circumstances, requests may be made to the School Board for additional days beyond what was granted by the Superintendent. The maximum number of days allowed in any one school year shall be ten (10). All days utilized shall be deducted from the employee’s sick leave. Leave may be granted for a family member who is not listed above. If approved, sick leave may not be used and any available personal leave must be exhausted before taking leave without pay.

Following the same guidelines as above, part-time employees who work, on the average, 20-30 hours per week, shall receive the following amounts: One (1) day per illness, up to an additional three (3) upon Superintendent or designee approval, and five (5) days maximum per contract year.

**F. Jury Duty**

Any employee called to serve on jury duty, during their working hours, will be permitted to serve and receive his/her regular pay and in turn forfeit to the school district the compensation paid for serving, less mileage and other allowable expenses.

**G. Legal Leave**

Any employee subpoenaed by the court system as a witness shall be released from work to appear in court if arrangements are made in advance with the Superintendent. The days in which testimony is given will not be deducted from the employee’s personal or sick leave, nor will it affect the employee’s eligibility for the attendance bonus. If an employee must appear in court due to his/her being a party in the case, then the first day will not be deducted from the employee's sick leave, nor will it affect the employee's eligibility for the attendance bonus. Any additional days shall be deducted from personal leave first, followed by sick leave or leave without pay and shall affect the employee's eligibility for the attendance bonus.

**H. Personal**

Each school year, each full-time employee receives two (2) days of personal leave and each part-time employee working 20-30 hours per week, on the average, receives one (1) personal day. Requests for

such leave shall be in writing to the Superintendent or designee at least three (3) days prior to the day(s) of absence. In the event that sick leave is exhausted, personal leave must be used prior to taking leave without pay. Personal leave will be granted without inquiry except if requested during the last ten (10) days of school. During such days, the request must be submitted in writing, to include reasoning, and will only be granted by administration on a case by case basis.

The Superintendent or designee need not allow more than one (1) employee personal leave, per building, on any given day.

Full time employees may roll over up to two (2) whole personal days to the next contract year for a maximum of four (4) personal days to use. A part-time employee may roll over one (1) whole personal day to the next contract year for a maximum of two (2) personal days to use.

Personal leave will be deducted in increments of  $\frac{1}{4}$  day,  $\frac{1}{2}$  day, and  $\frac{3}{4}$ , or a full day.

**I. Professional**

Employees will be granted paid professional leave to attend professional meetings. Leave shall be approved or disapproved by their immediate supervisor based on the potential benefits to the employee's work. If a request is not approved for professional leave pay purposes, the employee can request personal leave.

**J. Immediate Family Bereavement**

The employee's immediate family is defined as parent, spouse, or child. In cases of immediate family, the first five (5) days of bereavement leave will not be taken from sick leave. The next five (5) days, if taken, will be taken from sick leave. If additional days are required beyond ten (10), the Superintendent needs to receive a statement from the employee's physician stating the it is not recommended that he/she return to work. The additional days utilized during this period of time will be paid up through the first ten (10) and deducted from sick leave. All other days beyond this will be considered Leave without Pay.

Following the same guidelines as above, part-time employees who work, on the average, 20-30 hours per week, shall receive the following amounts: Six (6) days total, the first three (3) shall not be taken from sick leave, however the next three (3), if used, will be taken from sick leave.

**K. Family Bereavement**

The employee's family is to be defined as brother, sister, parent-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, niece, nephew, aunt, uncle, grandchildren, grandparents (to include "great" and beyond), spouse's grandparents (to include "great" and beyond), or any other member of the employee's household. Five days of bereavement leave shall be allowed in each case of a death in the employee's family. The first two (2) days shall not be taken from the employee's sick leave but the remaining three (3) days, if taken, shall be taken from sick leave. All other bereavement leave requests, not addressed above, must be approved and will be deducted from personal leave first, followed by sick leave. If all other available paid leave is exhausted, an employee may request leave without pay.

Following the same guidelines as above, part-time employees who work, on the average, 20-30 hours per week, shall receive the following amounts: Three (3) days total, the first shall not be taken from sick leave, however the remaining two (2), if used, will be taken from sick leave.

**L. Leave of Absence**

Any employee may apply for this leave. The employee must present to the Superintendent and the Board for their approval, a written request for leave with rationale why he or she feels the leave should be granted.

The length of leave may be up to one year. The employee must notify the Superintendent of intention to return at the end of the leave within 60 days prior to the end of the leave or March 1, whichever is sooner. The employee will have the opportunity to return to a position of equal or greater value to the position vacated. Failure to notify the Superintendent to return shall terminate the employee's employment relationship with the district.

Any variation in notice deadlines shall be changed when and only when there is a mutual written agreement between said employee and the Board.

**M. Military**

Employees of the School District who qualify as members of an armed forces reserve component, to include the Army and Air National Guard, will be granted military leave of absence from their employment in accordance with the USERRA and the following established policy:

- a) Employees will be paid the difference in salary if their military pay is less than their average daily pay though the School District.
- b) Part-Time employees will be paid proportionately.

**N. Vacation**

Employees who work 12-month contracts are eligible for paid vacation time. The vacation time is in line with the fiscal year (July 1-June 30) and does not roll over from year to year. Vacation may not be taken in increments longer than 10 days in a row, unless pre-approved by the Superintendent. If other paid leave time is exhausted, any unused vacation must be used prior to taking leave without pay. Vacation time does not count as time worked when calculating overtime, if applicable. Any unused vacation will be forfeited upon termination of employment.

**O. Holiday Pay**

All full-time active hourly employees are entitled to holiday pay for the dates scheduled below. Full time employees will be paid for the standard daily hours normally worked, not to exceed eight hours. Such time does not count as time worked when calculating overtime pay. Employees requested to work on any below holiday will be paid a holiday pay at time and a half or may exchange such pay for an alternate day off in the same work week. Employees on approved leave of absence (excluding FMLA approved leave) are not eligible to receive holiday pay.

The following days qualify for holiday pay for those who work up to 170 days or 10 full months:

- 1. Labor Day
- 2. Thanksgiving Day
- 3. Friday after Thanksgiving
- 4. Christmas Eve Day
- 5. Christmas Day
- 6. New Year's Eve Day
- 7. New Year's Day
- 8. President's Day
- 9. Good Friday
- 10. Memorial Day

The following days qualify for holiday pay for those who work 11 months or more:

1. Independence Day
2. Labor Day
3. Thanksgiving Day
4. Friday after Thanksgiving Day
5. Christmas Eve Day
6. Christmas Day
7. New Year's Eve Day
8. New Year's Day
9. President's Day
10. Good Friday
11. Memorial Day

## **EMPLOYEE BENEFITS**

### **A. Insurance**

Eligible employees, those who work 30 hours or more per week, may elect to participate in the District's health, dental, and/or vision insurance plans. Such plans are available at a rate designated by the School Board based on contributions from both the employer and employee each plan year.

Eligible employees who chose not to participate in health, dental, nor vision, may elect to be paid \$50 per month in lieu of insurance.

Employee portions, the total cost minus the District contribution, will be deducted through payroll deduction each paycheck. In the event an employee does not have a paycheck or enough to pay through payroll deduction, they shall pay the District directly for their portion.

In the event an eligible employee becomes no longer eligible for health insurance, the option to continue coverage is available under COBRA. Examples of loss of eligibility include, termination (voluntary or involuntary), reduction of hours, layoff, death, or bankruptcy under Title II of U.S. Code. Anyone eligible for insurance who is on FMLA leave will no longer be eligible once FMLA is exhausted due to a reduction of hours. Once an employee returns to work and meets the eligibility requirements for insurance, insurance under the group plan will be reinstated.

**LIFE** - The district will also provide \$20,000 in Life & AD&D coverage to all full-time employees.

### **B. Retirement**

All full-time employees are required to participate in the South Dakota Retirement System (SDRS). According to the SDRS, full time employees, for the purposes of the plan, are defined as employees who work a minimum of twenty (20) hours per week and six (6) months a year. Each full-time employee will contribute 6% of gross wages, which will be matched by the School District. This benefit starts immediately, no waiting period applies. Employees have the option to participate in an option spouse rider. Enrollment for such rider is restricted and information will be provided to all eligible employees upon enrollment of the retirement plan.

### **C. Flexible Spending Accounts**

Eligible employees, those who work 30 hours or more per week, may choose to participate in the Flexible Spending Account option. Such account allows participants to set aside pre-tax wages to assist in paying for qualifying medical or dependent care expenses. The amount set aside must be determined in advance and any remaining money, aside from applicable allowed carry-over, will be used to offset the administrative expenses associated with this plan.

### **D. Tax Sheltered Annuities**

Employees have the opportunity to purchase a tax-sheltered annuity through payroll deduction. Such benefit is solely at the discretion of the employee, at no cost to the Board. The Board has the option to limit the maximum number of companies allowed to be utilized

through payroll deduction. Those who participate must present a written statement from himself/herself and from the organization approved for tax-free status by the Internal Revenue Service Social Security Administration.

#### **E. Worker's Compensation**

In the event an employee is eligible for worker's compensation disability benefits, the employee shall, at his/her option, receive either sick leave pay or workers' compensation pay. Should the employee choose to receive sick leave pay, sick leave days shall be deducted during the period of absence. Should the employee choose to receive worker's compensation, any payments from workers' compensation shall be retained by the employee. The period of absence shall not be deducted from the employee's accumulated sick leave days and all benefits shall continue to accrue.

Absences due to being injured on the job will not affect the employee's attendance bonus, if applicable.

All employee and School District responsibilities under the FMLA apply.

#### **F. Sick Leave Bank**

The purpose of the Sick Leave Bank (Bank) is to provide additional paid leave for full or part-time employees who have exhausted their accrued sick leave benefits as the result of a catastrophic illness or injury. The Bank serves as a depository into which participating employees may voluntarily contribute days for allocation to other participating employees. The purpose of the Bank is not to provide unlimited paid sick leave for any medical reason but to alleviate the hardship caused when employees lose compensation as the result of a catastrophic illness or injury.

The Bank is established through the voluntary contribution of one (1) sick leave day each school year. Contributing these days establishes membership in the Bank and eligibility for withdrawal. A contribution form must be completed no later than September 1 each year to qualify for withdrawal within that same school year. Eligibility is discontinued upon termination (voluntary or involuntary) of employment or death. No payment of benefits will be made to terminated employees or beneficiaries.

##### **Administration of the Bank**

1. The bank will be administered by a committee comprised of the Business/HR Manager, an additional representative from Administration, one School Board Member and two HEA members. Each representative shall name an alternate. \*Please note all information regarding sick bank requests will be shared with the sick bank committee, including medical information.
2. The HR Department will be responsible for convening the Committee, coordinating donations, processing requests, and maintaining appropriate related records.
3. Requests for use of the Bank will be reviewed by the Committee. The Committee will prepare a written notification to the requesting employee approving or denying the application.

4. The Committee may not grant Bank days if the Bank does not have available days.
5. An application shall be denied if it is incomplete, lacks supporting statements from a licensed health care provider, or if the employee fails to provide any requested documentation. If denied, an application may be resubmitted.
6. The Bank will be administered in accordance with the Americans with Disabilities Act and Family and Medical Leave Act requirements.

#### Withdrawals from the Bank

1. A contributing employee must complete an application for Bank days and submit it to Human Resources no later than five (5) working days after all available sick leave is exhausted.
2. Applications must be accompanied by a statement from a licensed health care provider that includes the beginning date of the condition, a description of the illness or injury, and prognosis for recovery. Required paperwork under FMLA would suffice if also requested.
3. The Committee will render a written decision to the employee within five (5) working days of the request. In determining catastrophic illness or injury, the following definition will be used: A severe medical condition which requires an employee's absence from work for a prolonged period of time and which results in a substantial loss of income because of the exhaustion of all earned sick leave. A qualifying illness or injury might include, but is not limited to cancer, major non- elective surgery, serious accident, heart attack, or complications of pregnancy. In order to be defined as catastrophic, an illness or injury must be seriously incapacitation, of extended duration, and require the services of a licensed health care provider.
4. The amount of sick leave granted for each request will be determined by the Committee but cannot exceed a maximum of twenty (20) working days. No employee may receive more than twenty (20) Bank days in a twelve- month period.
5. Any Bank leave granted may be used only for the purpose requested on the application. Any unused portion will be returned to the Bank.
6. Bank leave may be used only for personal injury or illness of the employee, not family members.
7. Use of the Bank leave is considered under the provisions of the FMLA for a serious health condition of oneself and any use is included in the twelve (12) weeks of leave provided under this Act, if applicable.

Appeal Procedure- In the event that an employee is denied benefits from the Bank, he/she may submit a written appeal to the Superintendent within ten (10) working days of receiving the denial. A written response shall be issued within ten (10) working days from the date of the appeal.

#### **G. Attendance Bonus**

Employees are eligible for an attendance bonus if they work less than a 12 month contract. He/she may receive a bonus of \$500 if he/she is not absent from work for the entire school year, unless the absence is due to administrative-approved professional leave, jury duty, workmen compensation, the first two days of absence for bereavement leave due to the death of a member of the employee's family or the first five days for the employee's immediate family.

Full -time employees will receive a bonus of \$250 if he/she is not absent from work for no more than

one day for the entire school year unless the absence is due to administrative-approved professional leave, jury duty, workmen compensation, the first two days of absence for bereavement leave due to the death of a member of the employee's family or the first five days for the employee's immediate family.

Full-time employees will receive a bonus of \$150 if he/she is not absent from work for no more than two days for the entire school year unless the absence is due to administrative-approved professional leave, jury duty, workmen compensation, the first two days of absence for bereavement leave due to the death of a member of the employee's family or the first five days for the employee's immediate family.

Part-time employees will receive a bonus of \$150 if he/she is not absent from work for the entire school year unless the absence is due to administrative-approved professional leave, jury duty, workmen compensation, the first two days of absence for bereavement leave due to the death of a member of the employee's family or the first five days for the employee's immediate family.

Part-time employees will receive a bonus of \$100 if he/she is not absent from work for no more than one day the entire school year unless the absence is due to administrative-approved professional leave, jury duty, workmen compensation, the first two days of absence for bereavement leave due to the death of a member of the employee's family or the first five days for the employee's immediate family.

Part-time employees will receive a bonus of \$60 if he/she is not absent from work for no more than two days the entire school year unless the absence is due to administrative-approved professional leave, jury duty, workmen compensation, the first two days of absence for bereavement leave due to the death of a member of the employee's family or the first five days for the employees's immediate family.

Employees will receive this bonus on the last payroll date in June of the corresponding school year. Determination of absence for attendance bonus:

An employee's absence will be determined by the accumulation of hour(s) one is absent from the school work day as determined by the administration.

If an employee is 30 minutes or less late for work or leaves 30 minutes or less early from work, such amount of time will be at the discrimination of the administration if it counts towards absenteeism.

The absenteeism will be determined as follows:

120 minutes or less:	No absenteeism
121-240 minutes:	One half day of absenteeism
241-480 minutes:	One day of absenteeism

## **WORKPLACE GUIDELINES**

### **A. Performance**

Performance that meets or exceeds expectation is imperative to providing quality service. Performance appraisals contribute to the success of the employee and in turn, the School District. They provide timely, fair, and objective measurements of performance. Performance appraisals are delivered at least annually.

Performance appraisals are designed to:

- Assure a factual, objective analysis of performance as it compares to position requirements.
- Provide the opportunity to discuss interests or concerns with supervision.
- Identify areas of excellence as well as improvement.
- Provide a basis for coordinating goals and objectives.

### **B. Disciplinary Action**

Disciplinary action may be required in order to assist improvement of performance or to respond to a policy violation. Any violation of policy by employees of the District shall be referred to the appropriate supervisor. The District believes in providing opportunities for improvement, when deemed appropriate by the Superintendent or designee. Such circumstances are under their discretion based on necessity of performance improvement or severity of a policy violation. In general, the progressionary discipline procedure is as follows: The first instance or violation will be addressed in a verbal consultation. If performance has not improved or a behavior continues following the verbal consultation, a written warning will be issued with a copy placed in the employee's personnel file. Further performance issues or policy violations shall be dealt with accordingly, based on established policies and procedures for suspension and dismissal of staff. Again, based on severity, the Superintendent or designee reserves the right to skip any step in the process and utilize appropriate action that matches the behavior of the employee.

### **C. Attendance/Absenteeism**

In the event an employee will not be at work or will be late, the supervisor must be notified as soon as possible. A leave request is to be completed for all absences, planned or unplanned.

It is very important the District has adequate personnel to meet the goals and needs of the school. Frequent absences and excessive tardiness are not acceptable and constitute an unsatisfactory work record which may be subject to disciplinary action.

In determining "frequent or excessive" the following applies:

1. Attendance history- the frequency, total time out and the time span involved.
2. The reason for being absent.
3. Timeliness of notice given.
4. Effect on the productivity of the school.
5. Consistent and fair administration of personnel policies.

## **MICELLANEOUS**

### **A. Activity Passes**

Each employee who has signed a contract will one issued one complimentary activity pass. The employee may earn a second activity pass for a family member by working one activity. Family is defined as spouse and children under the age of nineteen. The employee will not be paid for working this activity. An employee who works activities beyond their complimentary pass(es) will be paid the authorized rate as defined in the Extra Duty Pay Section (C.).

### **B. Travel**

Upon submitting a voucher to the Superintendent or designee, and receiving approval, travel expenses will be paid according to a rate set at the July Board meeting each year.

Employees who are authorized to utilize their personal vehicle to travel for school business will be paid according to the rate set at the July Board meeting each year.

### **C. Extra Duty Pay**

The Board shall pay \$30.00 per night per worker for the following positions:

- Middle School Time Keeper (\$15 for any additional games on same day)
- Middle School Score Keeper (\$15 for any additional games on same day)
- Ticker Seller
- Dance Chaperone
- Volleyball Line Judge (\$15 for any additional MS games on same day, \$20 for HS)
- Official for 7, 8, 9 and JV Athletic Contests unless official is registered and assigned by the SD Officials Organization, then the official will be paid at the SDHSAA rate.)
- Supervision

The Board shall pay \$40.00 per night per worker for the following positions:

- High School Time Keeper (\$20 for any additional games on same day)
- High School Score Keeper (\$20 for any additional games on same day)

The Board shall pay \$10 per round for oral interpretation or Debate Judging and an additional \$20 if judging a tournament that is held on a Friday and Saturday.

### **D. E-Mail and Internet Usage**

The use of e-mail is a convenient way to communicate in a timely manner. With the use of the e-mail and internet systems come responsibilities. It must be understood that the District reserves the right to monitor e-mail and internet use at any time. The District prohibits e-mail messages and internet usage that can be perceived as obscene, harassing, or libelous in nature.

### **E. Phone Use**

Personal telephone calls during working hours should be for emergency purposes only. If necessary, personal calls/texting should be made during non-working hours such as lunch and break times. Long distance calls should be made via personal cell phones or paid for by credit cards or phone cards.

### **F. Solicitation**

Employees should be able to work in an environment that is free from unnecessary annoyances and interferences with their work. Solicitation by employees during working time or in working areas is

strictly prohibited. “Working Time” is defined as time during which an employee is not at a meal, on break, or on the premises immediately before or after his/her work day. “Working areas” do not include breakrooms, parking lots, or common areas shared by employees during nonworking time.

Non employees may not solicit or distribute materials without authorization from the Superintendent or designee.

#### **G. Personal Use of School Property and Facilities**

Personal use of property such as supplies, furniture, equipment, and facilities requires prior approval from supervision and, for facility usage, the Activities Director.

#### **H. School Closure**

In the event of inclement weather or other unforeseen reason, the Superintendent may delay the start of school or call for early release. If school is delayed or lets out early, hourly employees will be paid the difference to complete their normal shift. If school is cancelled, hourly employees will not be paid for that respective day unless they work due to the request of their supervisor, or permission is granted to work from the supervisor. Employees may elect to use vacation or personal leave to compensate for no work.

Employees, unless otherwise directed or given permission to work, are not to report to work if school is delayed or closed.

#### **I. In-Service**

All hourly employees will be required to attend in-service if it is determined by their supervisor to be pertinent to their position. If an in-service is deemed to not be beneficial to the hourly employee, other work will be assigned during such time.

#### **I. Lunch/Breakfast Duty**

Employees, assigned by their supervisor or administration to supervise while students are eating lunch or breakfast, will be entitled to a meal without charge within that respective week worked. This only applies when staff is requested to perform lunch or breakfast duty and has to forgo their regular meal break.

## **ACKNOWLEDGEMENT**

I have received my copy of the Employee Handbook.

The employee handbook describes important information about Harrisburg School District, and I understand that I should consult my Supervisor or Human Resources regarding any questions not answered in the handbook. I have entered into my employment relationship with Harrisburg School District voluntarily. Either I or Harrisburg School District can terminate the relationship at will, with or without cause, at any time, so long as there is not violation of applicable federal or state law.

I understand and agree that, other than the Superintendent, or designated representative, no manager, supervisor, or representative of Harrisburg School District has any authority to enter into any agreement for employment other than at-will; only the Superintendent has the authority to make any such agreement and then only in writing and approved by the School Board.

This manual and the policies and procedures contained herein, in addition to Board Adopted Policy, supersede any and all prior practices, oral or written representations, or statements regarding the terms and conditions of your employment with Harrisburg School District. By distributing this handbook, the School expressly revokes any and all previous policies and procedures which are inconsistent with those contained herein.

I understand that, except for employment at-will status, any and all policies and practices may be changed at any time by Harrisburg School District, and the District reserves the right to change my hours, wages and working conditions at any time. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the School Board has the ability to adopt any revisions to the policies in this handbook.

I understand and agree that nothing in the Employee Handbook creates, or is intended to create, a promise or representation of continued employment and that employment at Harrisburg School District is employment at-will, which may be terminated at the will of either Harrisburg School District or myself. Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I understand and agree that employment and compensation may be terminated with or without cause and with or without notice at any time by Harrisburg or myself.

I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

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Employee's Signature

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Employee's Name (Print)

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Date