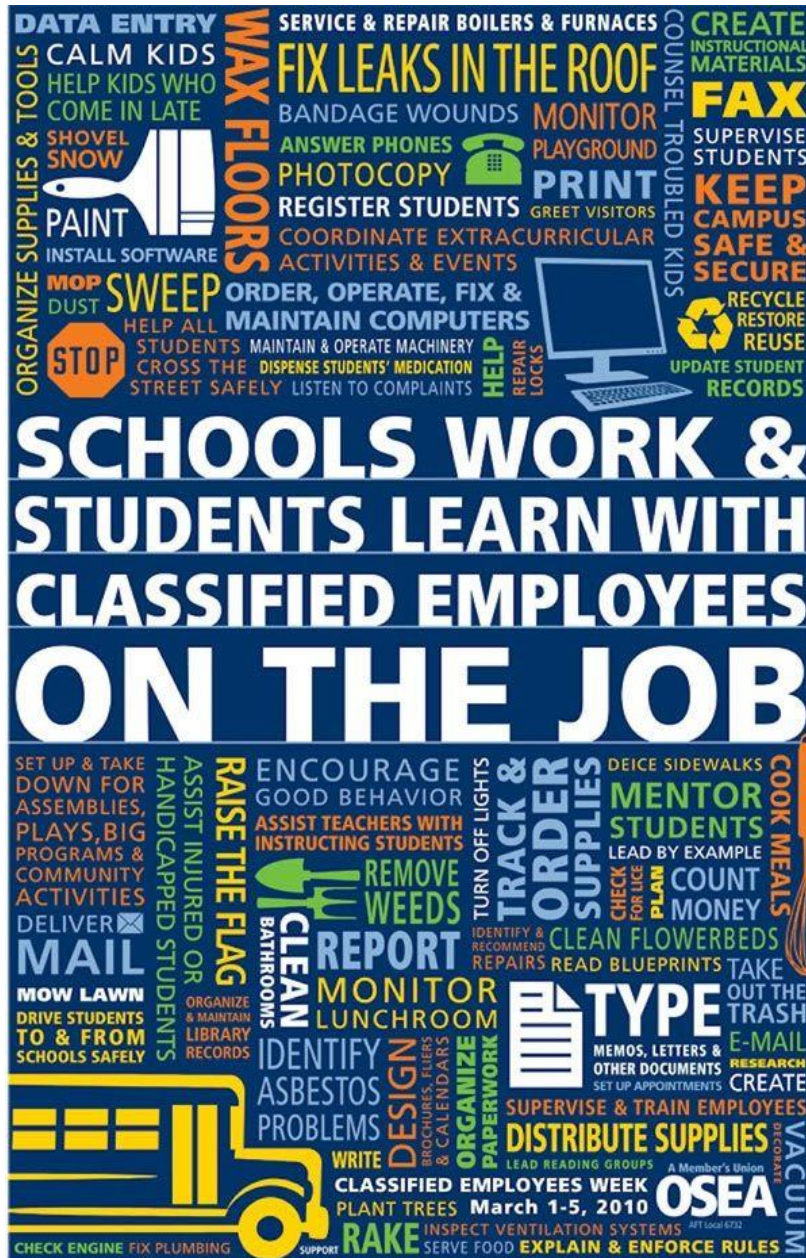


# Classified Employee Handbook

## Bon Homme School District #04-2



July 1, 2023 – June 30, 2024

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## **OUR BELIEFS**

- We believe that children are lifelong learners who must be prepared to meet the challenges of the future.
- We believe that a positive classroom environment with high expectations is important to student success.
- We believe that students are entitled to receive instruction from highly qualified, professional staff.
- We believe that education is the joint responsibility of the parents, the community, and the school.
- We believe that students need to become productive citizens of a rapidly changing world.

Adopted: November 12, 2007

Reviewed: June 2008

## **OUR MISSION**

*To ensure that our students have the resources to succeed in a changing world.*

Adopted: 1994

Reviewed: June 2008

## **OUR VISION**

*The vision of Bon Homme School District is to provide opportunities for each Bon Homme student to succeed as a lifelong learner in our changing world. The most relevant and rigorous educational program possible will be provided through positive leadership, quality academics, and opportunities for social, emotional, and character development. All Bon Homme graduates will successfully pursue and enjoy lifelong learning, understand the importance of community involvement, and successfully compete in the work force. Bon Homme Schools must strive to accelerate all students' mathematical problem solving and reading comprehension skills as applied across the curriculum. To achieve this vision, we will maintain a climate of low anxiety, high expectations, and high productivity using technology and available resources to enhance quality learning experiences. The District will support and encourage professional development across the curriculum with the understanding that only through high quality professional development and instruction will students reach maximum achievement potential.*

Adopted: 2007

Reviewed: June 2008

## **AFFIRMATIVE ACTION / EQUAL EMPLOYMENT OPPORTUNITY**

The Bon Homme School District is an equal opportunity employer providing opportunities for employment and advancement without regard to race, color, creed, religion, age, gender, disability, national origin, or ancestry. The Bon Homme School District recognizes the right of an individual to work and to advance on the basis of merit, ability, and potential.

Inquiries concerning the application of Title IX, Section 504, Title VI, or the Americans with Disabilities Act of 1992 may be referred to the proper individuals in charge at Bon Homme School District #04-2, PO Box 28, Tyndall, SD 57066, Telephone (605) 589-3388 or Fax (605) 589-3468 or to the US Department of Education, Office of Civil Rights, 10220 North Executive Hills Blvd., Kansas City, MO 64153-1367, Telephone 816-880-4202 or Fax 816-891-0644.

## **AMERICANS WITH DISABILITIES**

The Bon Homme School District acknowledges and affirms its commitment to provide a workplace with equal access for all employees. Federal law obligates us to provide reasonable accommodations to known disabilities of employees, unless to do so would pose an undue hardship. Please feel free to let your supervisor or administrator know if you need accommodation to complete the tasks of your position.

## **FEDERAL PROGRAMS POLICY PROHIBITING DISCRIMINATION AND GRIEVANCE PROCEDURE**

Bon Homme School District #04-2 will not discriminate in its educational programs, activities, or employment practices, based on race, color, national origin, gender, sexual orientation, marital status, disability, age, religion, ancestry, or any other legally protected classification. All middle/high school students may participate in Career Technology Education Programs. Announcement of this policy is in accordance with Federal Law, including Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Sections 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990. The following persons have been designated to handle inquiries regarding the nondiscrimination policies:

504 Coordinator Mr. George Seiler

Title IX Coordinator Lisa Tolliver

Both individuals may be reached at Bon Homme School District #04-2  
1404 Fir Street, Tyndall, SD 57066 Telephone: (605) 589-3388

South Dakota Regional Office for Civil Rights:

Office for Civil Rights

U.S. Department of Education

One Petticoat Lane, 1010 Walnut St, 3<sup>rd</sup> Floor, Suite 320

Kansas City, MO 64106

Telephone: 816-268-0550; FAX: 816-268-0559; TDD: 800-877-8339

Email: [OCR.KansasCity@ed.gov](mailto:OCR.KansasCity@ed.gov)

# CLASSIFIED STAFF NEGOTIATED AGREEMENT

- A. **Severability:** During the year this agreement is in force, terms and conditions contained within this agreement may be altered, changed, added to, deleted from, or modified only through the voluntary and mutual written consent of the parties to the agreement provided the Board reserves the right to exercise its obligations as to management's rights. Further, should any article, section, or clause of this agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in effect for the duration of the agreement.
- B. **Distribution:** When the Bon Homme #04-2 School Board and the Bon Homme Education Association reach an agreement, a complete agreement will be typed by the Superintendent's Secretary, signed by a representative of each group, and an electronic version will be available to all Board members and classified employees with a hard copy to be available upon request.
- C. **Agreement:** This agreement is entered into the 14<sup>th</sup> day of June 2023 by and between the Bon Homme Education Association and the Bon Homme School District #04-2 of Tyndall, South Dakota, acting by and through its duly elected Board.
- D. **Effective Date:** This Classified Staff Negotiated Agreement will become effective July 1, 2023, and will continue in effect throughout the 2023-2024 fiscal year.

\_\_\_\_\_  
President  
Bon Homme School Board

\_\_\_\_\_  
President  
Bon Homme Education Association

## NEGOTIATIONS PROCEDURES

- A. **Preamble:** The Bon Homme School Board (hereinafter referred to as the "Board" and the Bon Homme Education Association (hereinafter referred to as the "Association") hereby enter into the following agreements regarding the conduct of negotiations.
- B. **Recognition:** The Board hereby recognizes the Association as the bargaining agent for all classified employees.
- C. **Scope of Bargaining:** The scope of bargaining shall be limited to salaries and fringe benefits and similar terms and conditions of employment which are the exclusive concern of those in the bargaining unit. There shall be no negotiations on inherent managerial policy, including but not limited to the functions and programs of the Board, standards of services, the Boards' budget, utilization of technology, the organizational structure of the schools, and the selection of personnel. The Board and the Association shall abide by all applicable state and federal statutes, rules, and regulations. No agreement shall abrogate the legal rights, obligations, and powers of the Board, including its power to make policy.
- D. **BHEA Bargaining Recognition:** The Association will be given continuing recognition as the bargaining agent for all classified employees until such time as some other organization is elected to represent the classified employees.
- E. **Opening Negotiations:** Upon written request of either party to open negotiations, the parties shall schedule a mutually agreed upon date, time, and place for negotiations to begin. All Association and Board proposals for negotiations shall be presented in writing no later than the first negotiations meeting.
- F. **The Agreement:** When agreement is reached between the negotiation teams on all proposals, the proposed agreement shall be reduced to writing and submitted and recommended first to the Association for ratification. After ratification by the Association, the agreement shall be recommended to the Board. If adopted by the Board, it shall be entered into the official minutes of the Board and thereupon constitute a revision of District policies.
- G. **Resolving Differences:** When there has been a persistent failure to reach agreement on the negotiations proposals, an impasse may be declared by either party by notification of the other party in writing of the impasse. Impasse resolution shall proceed in accordance with South Dakota Law.

# CLASSIFIED EMPLOYEE POLICIES

## ADULT SUMMER HELP

A person not classified as a student at Bon Homme School District #04-2 will be paid the minimum starting salary for the position he/she is working at. If the person works for more than one summer, the next summer's wage will be increased by the amount of increase given to classified employees for that year.

## BACKGROUND CHECKS

Bon Homme School District #04-2, in compliance with SDCL 13-10-12 requires a criminal background check of all new employees. In order to make a record check for other than criminal justice purposes the Division of Criminal Investigation and Federal Bureau of Investigation, as central repository for South Dakota criminal records, must have an Authorization and Release form signed by the employee together with a set of fully rolled fingerprints on a standard 8"x8" fingerprint card which will be provided by the District to new employees.

The DCI and FBI will conduct a search of the new employee's files and supply a copy of any criminal history that is found or a statement that there is no criminal history. All identifying information (date of birth and social security number) must be provided and the card must be signed by the employee and by the official taking the prints.

The fee will be paid by the District. If this certificate is not completed and submitted to the District Office within the first ten (10) days of employment, the employment will be terminated.

## CHILD LABOR

The Child Labor Act is a part of the Fair Labor Standards Act and regulates the employment of children under age 18 in industries and occupations subject to the Act's coverage. Such minors may not be employed in hazardous occupations such as those involving power driver equipment of all kinds, operating large commercial vehicles except school buses, logging, coal mining, meat packing or processing, roofing, exposure to radiation, scaffolding, and hazardous chemicals. Minors between the ages of 14 to 16 may be employed only outside school hours for restricted time periods subject to permits issued by the schools in connection with the Federal or State Government. Such minors may be employed for somewhat longer hours when school is not in session.

- When school **is not** in session, a minor aged 14 or 15 may work no more than 40 hours per week and no more than 8 hours per day and work only between the hours of 7:00 a.m. and 9:00 p.m. in the summer.
- When school **is** in session, a minor aged 14 or 15 may work no more than 18 hours per week and no more than 3 hours per school day and work only between 7:00 a.m. and 7:00 p.m.
- No minor under the age of 14 will be employed.
- Minor children ages 16 and 17 may be employed with unrestricted hours but **may not** operate hazardous equipment.

## EMPLOYMENT PRACTICES

The employee will be evaluated within the first 24 days of employment and again by the end of the first year of employment.

Benefits for new employees will begin on the first of the month after the date of hire. Benefits will include health insurance, dental insurance, and Flex 125 Cafeteria Benefit. South Dakota Retirement System deduction will start the first day of work.

If the employee is paid from Title or SPED funds, they will be evaluated by the building principal with input from the Special Education Coordinator and/or the Title I Coordinator. All other classified employees will be evaluated by their immediate supervisor with input from the building principal whom they primarily work under. Each classified employee will be evaluated once between July 1 and June 30 after initial evaluation within the first 24 days of hire. The Business Manager and superintendent shall be responsible for recommendations for rehiring and promotion of all classified employees.

The District and classified employee understand that the classified employee is considered an "employee-at-will" under the laws of the State of South Dakota and that his/her work agreement may be terminated at any time for any reason. Two (2) weeks' notice may be given by the District.

## GENERAL POLICIES

The salary plan shall be effective for the current school year. The plan pertains to all classified employees including Paraprofessionals, Personal Care Attendants, Custodians, and Secretaries.

"Full-time" personnel shall be defined as employees that work 30 hours or more per week for the actual student contact days in the school year. "Twelve-month" personnel shall be defined as employees that work 30 hours or more per week for 261 days per year which includes legal holidays and vacation days. "Half-time" personnel shall be defined as employees that work between 20 and 29 hours per week for the actual student contact days in the school year. "Part-time" personnel shall be defined as employees that work 19 hours or less per week. "Temporary" personnel shall be defined as employees that do not have a specific assigned number of hours per week and will be paid Federal Minimum Wage or above. Personnel who are defined as part-time and temporary are not eligible for any benefits.

All full-time and half-time personnel will be paid according to actual student work agreement days in the school year unless otherwise stated. Twelve-month personnel shall be paid on a 261-day term. Part-time and temporary personnel shall be paid on an hourly basis. Salary will be deducted for time less than the actual student contact days in the school year and additional pay will be given for time over the normal work agreement time. In the event of a late start or early dismissal due to inclement weather, time will be deducted accordingly.

## **PAY OPTIONS**

### **Paraprofessionals / Nine-Ten Month**

Strictly paid from the time sheets (payroll 15<sup>th</sup> of every month). Deductions for summer months will be pro-rated throughout the remaining months a check is received beginning no sooner than October.

### **Secretaries**

Strictly paid from the time sheets (payroll 15<sup>th</sup> of every month). Deductions for summer months will be pro-rated throughout the remaining months a check is received beginning no sooner than October.

### **Twelve Month**

Strictly paid from the time sheets.

### **Hourly Pay Increase**

All returning classified employees will receive a 6.6% increase effective July 1, 2023. In addition, the minimum wages will be set as per the chart under CLASSIFIED EMPLOYEE BENEFITS / Minimum Pay in the Classified Employee Handbook. Any current employee whose current wage falls below that of the minimum starting wage will be automatically raised to that level.

## **GRIEVANCE PROCEDURE** (Policy GBM)

The following grievance procedure shall be the procedure followed by all employees.

Bon Homme School District will not discriminate, in any of its policies and programs, on the basis of age, race, color, creed, national origin, ancestry, religion, sex, or disability and will not violate any of the provisions of applicable Federal Programs, Statutes, or Regulations.

In compliance with applicable Federal Laws and Regulations, Bon Homme School District has appointed the Title Director as the Title IX Coordinator to coordinate District programs and compliance with Federal Mandates prohibiting discrimination. The Title Director can be reached at PO Box 28, Tyndall, SD 57066, or by calling (605) 589-3388. The 504 Coordinator can be reached at this address as well.

**Definitions** A "grievance" is a complaint by a public employee or group of public employees based upon an alleged violation, misinterpretation, or inequitable application of any existing agreements, contracts, ordinances, policies, rules, or regulations of the District as they apply to conditions of employment for the staff of Bon Homme School District #04-2. The absence of or disagreement with existing policy, rules, or regulations is not a grievance.

Term "employee", except where otherwise indicated, is considered to apply to any employee not classified as administrative personnel. The term "employee" may include a group of employees who are similarly affected by a grievance.

An "aggrieved person" is the person(s) making the claim.

A "party in interest" is the person(s) making the claim and any person(s) who might be required to take action or against whom action might be taken in order to resolve the problem.

The term "days" when used in this policy shall, except where otherwise indicated, mean calendar days.

"Immediate Supervisor" is defined as the individual conducting the evaluation.

"Association" shall mean any association of employees.

The "Board" shall mean the School Board of the District.

**Principles** The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise affecting the welfare or working conditions of employees.

All parties agree that these procedures shall be kept as informal and confidential as may be appropriate at any level of the procedure.

Nothing herein contained shall be construed as limiting the right of any employee having a problem to discuss the matter informally with any appropriate member of the administration or with any appropriate representative of an association at any time.

Any employee or group of employees has the right at any time to present a grievance to such person or Board through such channels as are designated for that purpose.

**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 limit 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 by the end of the contract period, the time limits set forth herein will be reduced so that the grievance procedure maybe completed prior to the end of the contract period or as soon thereafter as it is practicable.

Employees must file a grievance within thirty days after the alleged violation, misinterpretation, or inequitable application.

**Informal Procedure** If an employee has a grievance, he/she should first discuss the matter with the principal, administrator, or supervisor to whom the person is directly responsible in an effort to resolve the problem informally.

If, after such discussion, the employee is not satisfied with the disposition of the matter, the employee may file a formal grievance in accordance with this policy.



*Formal Procedure Level One: School Principal or Immediate Supervisor*

1. If an aggrieved person is not satisfied with disposition of his/her problem through informal procedures, the person may submit a claim as a formal written grievance to his or her principal or immediate supervisor.
2. The principal or immediate supervisor shall within five days render a decision with rationale for that decision in writing to the aggrieved person.

*Level Two: Superintendent*

1. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five days after presentation of the grievance in writing, he/she may file the formal written grievance with the superintendent within three days after the decision at Level One or eight days after the grievance was presented, whichever is sooner.
2. The superintendent or his/her representative shall act for the administration at Level Two of the grievance procedure.
3. Within ten days after receipt of the written appeal to the superintendent, the superintendent shall meet with the aggrieved person for the purpose of resolving the grievance. The superintendent shall, within three days of the meeting, render a decision with rationale for that decision in writing to the aggrieved person. If more than one meeting with the aggrieved person is necessary or if the superintendent determines to conduct an investigation in addition to meeting with the aggrieved person, the decision shall be within three days of the last meeting with the aggrieved person or within three days of the conclusion of the investigation.

*Level Three: Board*

1. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within the time frame set forth, he/she may file a written appeal with the Board.
2. After receiving the written appeal, the Board may appoint a fact finder to review the grievance and its proceedings to this point and to report to the Board prior to its hearing with the aggrieved person. A hearing on the appeal shall be conducted in executive session and the decision of the Board with rationale for that decision shall be rendered in writing within five days.

*Level Four: Appeal to the Department of Labor*

1. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, he/she may within thirty days after the final decision by the Board is mailed or delivered to the aggrieved person, file an appeal with the South Dakota Department of Labor pursuant to South Dakota statutes and regulations.

**Miscellaneous** If a grievance affects a group or class of employees, the grievance may be submitted in writing to the superintendent directly and the processing of such grievance shall begin at Level Two.

If a grievance involves the aggrieved person's principal or immediate supervisor, the superintendent shall designate another person to hear the grievance at Level One. If the grievance involves the superintendent, the Board shall designate another person to hear the grievance at Level Two.

Decisions rendered at all levels of the formal grievance procedure shall be in writing setting forth the decision and its rationale.

All documents, communications, and records dealing with the processing of a grievance shall be filed in a place other than the personnel files of the participants.

Forms for filing and processing grievances and other necessary documents shall be prepared by the superintendent and made available through building principals and in the District Office.

Any individual employee or group of employees shall have the right at any time to present grievances to their employer and to have such grievances adjusted without the intervention of the Association as long as the adjustment is not inconsistent with the terms of any settlement with the Association then in effect, provided that the Association has been given the opportunity to be present at such adjustment.

These procedures shall not be construed so as to prevent any individual on his/her own initiative from exercising the procedural rights accorded an Association.

No reprisals of any kind shall be taken by any party against the aggrieved person or any other participant in the grievance procedure by reason of such participation.

All parties in interest may be represented at all levels of the formal grievance procedure by person of their choosing.

Legal References: SDCL 3-18-1; 3-18-1.1; 3-18-3; 3-18-15 through 3-18-15.3

Contract References: Master Agreement & Classified Employee Handbook

Revised: July 8, 1996; April 9, 2007; July 12, 2010; June 9, 2014; March 9, 2015

**BON HOMME SCHOOL DISTRICT #04-2**

**Request for Settlement of Grievance**

Level \_\_\_\_\_

Date of Presentation to \_\_\_\_\_

Name of Aggrieved Person \_\_\_\_\_

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

School \_\_\_\_\_

Principal \_\_\_\_\_

Date Violation Occurred \_\_\_\_\_

Nature of Grievance:

Remedy Sought:

Signed \_\_\_\_\_  
(Aggrieved Person)

\_\_\_\_\_  
Date

## **HEALTH CERTIFICATE**

Bon Homme School District #04-2 may require a physical at the discretion of administration.

## **JURY DUTY OR SUBPOENA**

Any classified employee who is called for jury duty during school hours or who is subpoenaed by any person or party to appear in court shall be provided leave for such duty and appearance. The employee shall be paid his/her regular salary and shall remit to the District any stipend paid by the court for such an appearance. Reimbursement by the court for expenses in connection with such duty or appearance may be retained by the employee. A classified employee may use personal, or vacation leave if so desired and then would retain all stipends. If the jury duty stipend is greater than the salary, the employee may retain the stipend and have his/her salary reduced.

## **SEXUAL HARASSMENT (Policy JFCEB)**

Bon Homme School District has a policy which prohibits the sexual harassment of anyone (including students) in its workplace. Sexual harassment is also prohibited by US Government statute. Sexual harassment is defined as any action, words, or innuendo which is interpreted as offensive by the person who is its subject. Persons who feel they are being sexually harassed may file a complaint with the Title IX Sexual Discrimination Officer (Bon Homme Superintendent of Schools) or with the US Office for Civil Rights located in 10220 North Executive Hills Boulevard, 8th Floor, Kansas City, MO 64153-1367. Sexual harassment is serious business. Persons who are found guilty of sexual harassment will be disciplined by the Board. Disciplinary measures may include being expelled from school or dismissed from their job. Persons who feel they are being sexually harassed are urged to discuss the problem with the administration.

## **STUDENT HELP**

Any person classified as a student at Bon Homme School District #04-2 will be paid federal minimum wage no matter how many years he/she has worked for the school. A student is defined as a person currently enrolled in Bon Homme School District #04-2 and has not yet graduated from Bon Homme High School.

## **SUBSTITUTE PAY**

Substitutes will be paid minimum starting wage according to the position they are working in. A substitute that has been employed previously by the District as a regular employee in the same position will also receive minimum starting wage for that position.

A classified employee substituting for a classroom teacher shall receive an additional \$25 stipend per day. Half (1/2) stipend pay will be based on a minimum of four (4) hours per day.

# **CLASSIFIED EMPLOYEE BENEFITS**

## **CAFETERIA PLAN**

All employees are offered the option to participate in a Section 125 Cafeteria Plan, Medical Care Expense Reimbursement. Any employee wishing to enroll in any of these programs for the following year should contact the Business Manager by November 1 of any year. Open enrollment for current employees who wish to make changes can occur ONLY before the December payroll. Open enrollment can also occur if there is a change in marital status, dependent status, work status, or other types of family status. The District will provide \$500 for full-time employees in cafeteria benefits per year for those classified employees who are not insured in the District group health insurance plan. The \$500 may only be used for Medical Care Expense Reimbursement. Each calendar year, the employee will have 90 days to submit a claim for reimbursement.

## **DENTAL PLAN**

The District will not pay any portion of the dental insurance premium effective July 1, 2017.

## **HEALTH INSURANCE PLAN**

All classified staff will have the option to choose one of the District offered health plans. The District will contribute an amount equal to the cost of the \$2,000-deductible single premium toward each plan (rounded up to the nearest ten (10) dollars).

The Board shall have the sole right to determine the carrier and coverage benefits; however, in no event shall the Board negotiate an annual increase of more than twenty-five percent (25%) in deductible or co-pay amounts. A committee of Association members and the Board members will meet each year to discuss carrier and coverage. No change in the insurance carrier or coverage will be made without consulting the Association. Classified staff who retire are NOT eligible for group health insurance through the school health insurance plan after employment has ended. Premiums and deductibles are now effective July – June 30.

Premiums and deductibles are effective January 1 – December 31.

## **MINIMUM PAY**

An employee may count two hours of work on his/her time sheet if all of the following conditions are met:

1) An employee has traveled to work; 2) school is dismissed when less than two hours of working time has passed; 3) the employee returns home; 4) the day is counted as a day in session. Twelve-month employees have the option of using vacation time for the remainder of the day if they so desire.

**MINIMUM STARTING SALARY**

POSITION	HOURLY RATE
<b>PARAPROFESSIONAL SALARY</b>	
PARAPROFESSIONAL	\$14.00
SPECIAL EDUCATION PERSONAL CARE ATTENDANT	\$14.00
SPECIAL EDUCATION PARAPROFESSIONAL	\$14.00
<b>KITCHEN SALARY</b>	
KITCHEN ASSISTANTS	\$14.00
FOOD SERVICE MANAGER	\$16.00
<b>CUSTODIAL SALARY</b>	
CUSTODIAL HELPER	\$14.00
HOUSEKEEPER/CLEANER	\$15.00
ASSISTANT HEAD MAINTENANCE (TYNDALL)	\$15.00
HEAD BUILDING/MAINTENANCE (TABOR/SPRINGFIELD)	\$15.00
HEAD BUILDING/MAINTENANCE SUPERVISOR (TYNDALL)	\$16.00
<b>SECRETARY SALARY</b>	
PRINCIPAL SECRETARY	\$14.00
ASSISTANT BUSINESS MANAGER / SUBSTITUTE COORDINATOR	\$14.00
DISTRICT OFFICE SECRETARY	\$14.00
ANNUAL ADMINISTRATIVE ASST STIPEND (SPR / TAB / TYN)	\$1,000

**\*The current minimum starting salary is \$10.80 per hour.**

**\*\*\*All substitute custodians will be paid at the same beginning custodial wages as per wage scale listed.**

**PAYROLL DEDUCTIONS**

All classified staff will have the option of payroll deductions as required by law and applicable benefit plans.

**SEVERANCE PAY - UNUSED SICK LEAVE**

Classified employees will be paid for an unlimited number of days of unused sick leave following a minimum employment with the District regardless of the reason for termination of employment except dismissal for cause as follows: 20 years employment = \$20.00 per day, 15 years employment = \$15.00 per day, 10 years employment = \$10.00 per day, 5 years employment = \$5.00 per day. Payment for unused sick leave days will take place after an official letter of resignation is presented to and approved by the Board. Application for the Severance Pay/Unused Sick Leave Benefit must be submitted to the Business Manager on forms supplied by the Business Office. Payment will be made in the month following the last regular check according to the employee's work agreement. Social Security and withholding tax will be deducted from the check and credited to the employee's account. In the case of death, the eligible employee's beneficiary will be paid the unused sick day benefit at \$5.00 per day. The check would be made payable to the beneficiary or the employee's estate with no deductions being taken. A day would be based on the number of hours in an individual employee's workday.

**SEVERANCE PAY-UNUSED PERSONAL LEAVE**

Classified employees who retire will have the option to request payment for any unused personal days that they have accrued for that fiscal year. Buy-back will be at the rate of \$10 per day. Application for the Personal Leave Buy-back benefit must be submitted to the Business Manager on forms supplied by the Business Office. Payment will be made in the month following the last regular check according to the employee's work agreement. Social Security and withholding tax will be deducted from the check and credited to the employee's account.

**LONGEVITY PAY**

Effective July 1, 2022, all Classified employees will be paid the following one (1) time stipends (years of service is retroactive) upon reaching the respective listed years of service to the Bon Homme School District. Payments will be made each May after the completed year of service through payroll except dismissal for just cause. Social Security and withholding tax will be deducted from the check and credited to the employee's account.

- 20 years employment = \$500
- 25 years employment = \$1,000
- 30 years employment = \$1,500

**SICK LEAVE BANK**

A sick leave bank has been authorized for classified employees by the Board as of June 2008. The sick leave bank is administered by the Sick Leave Bank Committee. Classified employees may become members of the sick leave bank by contributing hours equivalent to one day of their sick leave each year to the bank. After an employee has accumulated 800 sick leave hours, no more hours will need to be contributed to the sick leave bank unless the employee falls below the 800-hour maximum. Classified employees may apply to the committee for bank hours after they have exhausted all of their own sick, personal, and vacation leave. Forms for applying will be furnished by the Sick Leave Bank Committee and are available in each building office and the District Office. In the event the sick leave bank is reduced to the point where there are not enough days left to cover a new request, the classified employees will be allowed to donate up to an additional 5 days per year to the bank providing they have the days available.

## **SOUTH DAKOTA RETIREMENT SYSTEM**

Any employee of the Bon Homme School District who works at least twenty (20) hours or more per week for at least six (6) months per year will be a member of the South Dakota Retirement System (SDRS). A contribution of 6% of the employee's salary will be matched by a 6% contribution by the Board.

## **VISION CARE PLAN**

The District will not pay any portion of the vision care premium.

## **VOLUNTARY SEPARATION SEVERANCE PAY**

Any Classified employee in the Bon Homme School District who is at least forty-six (46) years of age and has worked in the District for at least fifteen (15) years will be eligible to participate in the voluntary separation plan. Age and benefit shall be calculated as of July 1, 2018, and age 55 shall be reached in the school year prior to separation. Fifty percent (50%) of the 2018 salary will be paid to the employee as the Voluntary Separation Severance Pay benefit up to a maximum of \$10,000.

Only two eligible employees may terminate their employment under the plan in any fiscal year. The employees who have attained the greatest age on September 1 of that calendar year will be separated first. The Board may waive this limit and allow more employees to separate in a year. Years in which more than 2 requests for separation exist, approval will be at the Board's discretion.

An application form for Classified Voluntary Separation Severance Pay participation must be submitted to the Board prior to March 1 of the fiscal year in which the employee wishes to terminate employment. Approval by the Board of the Classified Staff's application will constitute a voluntary resignation and will result in the termination of employment in the District at the end of the current work agreement. The Board will notify any applicants of its decision about the applicant's voluntary separation within 30 days of the March 1<sup>st</sup> deadline.

There are two options for payment of the Classified Voluntary Separation Severance Pay benefit as follows. 1) Paid in three or four payments over a two-year period as selected by the employee on the form provided by the District. Payments will be made only on July 15<sup>th</sup> and January 15<sup>th</sup>; OR 2) Paid on a monthly basis with health, dental, vision, and/or AFLAC insurance premiums being deducted from the payment. The employee must have signed up during the annual enrollment for the Cafeteria - Flex 125 Plan which begins January 1 each year. The employee needs to enroll each year thereafter during the enrollment period. The monthly payment will be based on \$50 increments over the monthly insurance premium totals until all Severance Pay money is used up or the employee qualifies for Medicare. A yearly worksheet will be provided to each employee on this plan. All payments made under the plan will be subject to Social Security, Medicare, and Federal Withholding Taxes.

Persons who voluntarily separate under the provisions of this agreement will be allowed to remain on the District's hospitalization/major medical insurance plan, dental plan, or vision plan until they are able to obtain Medicare. The person shall be responsible for paying his/her own premiums for this coverage.

In the event that any employee who is receiving benefits under this plan should die before all of the benefits under the plan have been paid, the portion of the benefit which has not been paid out shall be paid to a beneficiary designated by the employee. If no beneficiary has been designated, the payment will be made to the estate of the deceased and that shall fully discharge the District's obligation under this article.

## **CLASSIFIED LEAVE PROVISIONS**

### **BEREAVEMENT**

The superintendent may grant employees bereavement leave to cover absences connected with the death of a member of the immediate family of the employee or the employee's spouse. The immediate family shall include father, mother, child, husband, wife, brother, sister, grandchild, grandparents, and spouse's parents. The superintendent shall determine the amount of time needed in each instance after a consultation with the employee. Bereavement leave will also be granted to allow for attendance at a funeral. Bereavement leave will be deducted from sick leave.

### **DISABILITY LEAVE**

An employee may apply for disability/FMLA leave to recover from surgery, an accident, childbirth, or other temporary disability. An employee will be considered temporarily disabled when the employee's physician or medical caregiver states that the employee is unable to perform regular job duties because of a medical or health condition. Employees must arrange for disability leave with the superintendent. Their request for disability leave must include written medical evidence of the disability. The District may, at its own expense, request that an appropriate caregiver of its choosing examine the employee to verify the disability.

Disability leave may extend from one day to a maximum of one year from the last day on which the person was able to work. Disability leave will be deducted from sick leave and accumulation until no more leave is available. At that time the employee will be placed on unpaid disability leave.

Employees whose disability leave extends beyond the time for issuing work agreements for the next school year may be asked to present written evidence that they do not expect to be disabled when the new school year starts or that they will remain on disability leave for that year.

On March 1<sup>st</sup> of the year an employee is on disability leave, the employee may: (1) present evidence to the District that the employee expects the disability to end by the time the new year starts; (2) present evidence to the District that the employee expects to continue to be disabled; or (3) choose to resign. If the employee is no longer disabled or expects the disability to be ended, the employee will be returned to a position for which he/she is qualified for the following year.

Employees on disability leave may continue to subscribe to any District group insurance plan so long as the employee reimburses the District for the total premium.

## **FAMILY LEAVE**

Employees may use up to fifteen (15) days of sick leave each year for illness or required medical treatment in the immediate family per fiscal year, non-cumulative. The immediate family shall include father, mother, child, husband, wife, brother, sister, grandchild, grandparents, and spouse's parents. Leave shall be granted if the person is in the care of a doctor, if the person has a doctor's appointment that cannot be scheduled outside the workday, or for general illness. If more than 15 days are required in any year, the employee may be granted short-term leave of absence or in accordance with FMLA (Family and Medical Leave Act) may be granted up to (12) twelve weeks of leave.

## **LEAVE REPORTING**

Online leave reporting software is available to all staff members except at the Colony School. Supervisor approval/signature is required on all leave requests through this system.

## **LONG TERM LEAVE OF ABSENCE**

A Long-Term Leave of Absence greater than ten (10) days and no more than a maximum of twelve (12) weeks in accordance with the FMLA may be granted only by the Board to any classified employee only for illness, injury, physical incapacity, or emergency. The employee must make the request as soon as a situation arises that would require a Long-Term Leave of Absence. The employee and the supervisor must agree on the substitute before the Long-Term Leave of Absence can be approved. The employee's salary and benefits will not be paid by the District for the days absent. The District will pay the salary of the substitute. The employee may continue enrollment on the District group health insurance plan as long as the employee reimburses the District for the total premium. All benefits earned and accumulated prior to the Leave of Absence will be held for the employee's return or resignation. A maximum of twelve (12) weeks which includes accumulated sick and annual leave is available in accordance with the Family and Medical Leave Act.

The Long-Term Leave of Absence will be granted only through the present fiscal year and will not be extended over two separate fiscal years. An employee may be offered a work agreement for the following year but absence at the start of the new fiscal year will terminate employment.

## **PAID HOLIDAYS**

Twelve (12) month employees will be allowed the following eight paid holidays annually: Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Day, New Year's Day, Good Friday, and Memorial Day. Nine (9) month employees will be allowed the same holidays excluding Memorial Day and Independence Day when school is not in session. When one of these holidays falls on a Saturday, the employee will receive a paid holiday on the Friday before. When one of these holidays falls on a Sunday, the employee will receive a paid holiday on the Monday after. One non-cumulative floating holiday will be allowed in addition to the eight previously mentioned for twelve (12) month employees. It may be taken anytime during the year and must be applied for.

## **PERSONAL LEAVE**

Two (2) days of paid personal leave will be granted per fiscal year to classified employees who are employed less than twelve (12) months per fiscal year. Personal leave must be applied for on application forms or electronically and approved by the principals. Two (2) days of personal leave may be carried over to the following year for a total of four (4) days. Classified staff may use personal leave in increments less than full days. When a staff needs only an hour or two of personal leave, this leave would need to be approved by the immediate supervisor with at least one (1) day notice or subject to denial.

## **PROFESSIONAL DEVELOPMENT LEAVE / SCHOOL DIRECTED LEAVE**

Eight (8) hours of professional development leave may be granted per fiscal year to classified employees. Professional development leave must be applied for on application forms available in the District/principal's offices. Classified employees on school directed leave will be compensated for the actual time spent supervising students (no overnight hours), rather than the normal workday hours, and may extend beyond eight (8) hours as deemed necessary by the superintendent.

## **SHORT TERM LEAVE OF ABSENCE**

A Short-Term Leave of Absence may be granted by the superintendent to any classified employee following completion of a Short-Term Leave of Absence form. The Short-Term Leave of Absence may not exceed ten working days and may not be taken more than one time per year. The employee must make an application at least ten days in advance. The employee and the supervisor must agree on the substitute before the Short-Term Leave of Absence can be approved. The employee will not be paid a salary during the Short-Term Leave. The District will pay the salary of the substitute.

The benefit will also be available to 12-month employees who have used all vacation time.

## **SICK LEAVE**

Ten (10) or twelve (12) days of sick leave will be granted to each full-time classified employee based on number of specified work agreement hours with twelve (12) days for twelve (12) month employees and ten (10) days for each full-time nine (9) month employees. Sick leave may be used for personal illness or injury; for recuperation following a personal illness; and for appointments with physicians, optometrists, dentists, or chiropractors for checkups or treatment. Checkups and treatments should be scheduled during a vacation or after hours as much as possible.

No sick leave is to be allowed for operations or treatment that can be deferred until vacation or summer except in the case of twelve (12) month employees. The determination of necessity of an operation would be a signed statement from the attending physician.

A signed statement from a physician must be presented with the sick leave form if more than three (3) consecutive days of sick leave are applied for. If no statement is presented, salary will not be allowed for any days beyond the three (3) consecutive days of sick leave. If all sick leave days are used and the employee is still unable to continue employment, the employee MUST apply for a Leave of Absence, to the classified sick leave bank if a member or for Family Medical Leave within five (5) working days after all sick leave

is used or employment will be terminated.

Classified employees who have more than the 100-day cap (Number of daily hours worked x 100) will become eligible to sell unused days back to the District. The rate for this sale will be 20% of the employee's daily rate.

Claims for payment for unused sick days must be submitted to the Business Office on the forms provided and in accordance with procedures established by the Business Manager no more than five days after the last day of school each school year. The payment will be made through payroll.

**VACATION-(For 12 Month Employees)**

After 1, 2, 3, 4 and 5 years of continuous employment	10 days vacation per year
After 6 years of work	11 days vacation per year
After 7 years of work	12 days vacation per year
After 8 years of work	13 days vacation per year
After 9 years of work	14 days vacation per year
After 10 years of work	15 days vacation per year
After 11 years of work	16 days vacation per year
After 12 years of work	17 days vacation per year
After 13 years of work	18 days vacation per year
After 14 years of work	19 days vacation per year
After 15 years of work	20 days vacation per year

Twenty days of vacation per year is the maximum number of days that could be earned. Unused vacation time at the end of a year will be carried over. Employees will be allowed to carry over a maximum of one-year entitlement.

For one day of vacation, the application must be made at least twenty-four (24) hours prior to the absence. For more than one day, the application must be made at least five (5) working days before the absence.

Upon leaving the District, the employee may: (a) Substitute accumulated vacation time for days of work (b) elect to be paid at their daily rate of pay for accumulated vacation. If the employee chooses Option A, an application for vacation must be completed. If the employee chooses Option B, payment of the benefit will be made in the month following the last regular check according to the work agreement. Social Security and withholding tax will be deducted from the check and credited to the account. An application form for the unused vacation benefit may be obtained from the Business Manager.

If an employee dies while employed in Bon Homme School District, the employee's beneficiary or the employee's estate would receive the total benefit of all unused vacation days at the daily rate of pay at the time of death. Each employee will complete a form designating a beneficiary to be filed in the employee's personnel file.

**MISCELLANEOUS EMPLOYEE INFORMATION**

**BUILDING & GROUNDS SECURITY**

Any employee who discovers an incident of illegal entry to a building, theft of school property, vandalism, or other damage will notify the superintendent immediately. If the superintendent cannot be reached, the local law enforcement agency (usually the County Sheriff) will be notified. Care should be taken not to disturb any evidence while making the report.

**PERSONNEL RECORDS**

Each employee will have a personnel file in his/her name in the District Office. The file will contain payroll and tax information, copies of correspondence with the District, copies of work agreements, copies of final evaluations (up to three (3) years old) and other data of a similar nature. The file may be inspected by the employee at any time during regular office hours. Copies of materials in the file may be made but the file may not be removed from the office. Material in the file that an employee feels should not be in there may be removed if the Business Manager and superintendent agree that it is no longer pertinent and that it should be removed.

**PURCHASING**

Employees may not purchase or order anything for the school without advance approval. Employees may be required to pay for or return at their own expense unauthorized purchases or orders. This applies to purchases made on behalf of the Trust & Agency organizations as well as with District funds.

**SCHOOL VEHICLES**

School employees may use school owned vehicles for travel when on school business. Approval for their use must be secured from the principal's office / District Office. Persons using school vehicles are asked to maintain the vehicle use records on the forms provided upon key check out. Each vehicle used should be filled with fuel and garbage cleaned out before returning to the parking lot.

**SURPLUS EQUIPMENT/MATERIALS** (Policy DN)

All unsuitable, obsolete, or unusable property of the district shall, by resolution of the School Board, be declared surplus property. The School Board resolution may order the means of disposition of said property. Property to be sold shall be appraised by three real property owners of the school district unless that property is to be traded for other property, destroyed, transferred to another political subdivision, was created as result of an educational program, or is to be sold at public auction of the district; the appraisal shall be filed with the Business Manager. If the property is appraised at less than \$500, it may be sold without public notice. In all other cases, property, including property created as a result of an education program, appraised for more than \$500, the Business Manager shall advertise the property in the newspaper for two consecutive weeks with the first notice being at least 10 days prior to the date of the sale. The notice shall describe the property and give its appraised value. The School Board may, in accordance with Law, donate any surplus property to any other Governmental unit or to any non-profit agency.

Property declared surplus and appraised at more than \$500 in value shall be sold by sealed bid or public auction according to Statute. The district will follow procedures for disposal of surplus property as established in SDCL 6-13.

Legal References: SDCL 6-13-1 through 6-13-13; 13-15-7; 13-24-4; 13-24-9

Revised: December 2002; November 9, 2009

**TORNADO PREPAREDNESS (Please refer to the Crisis Management Plan)**

When school is in session and there has been a tornado warning issued for Bon Homme County, the students will proceed to the designated tornado shelters in each school and remain there until the "All Clear" announcement is made.

If a tornado watch has been issued the school administration will monitor the situation closely but school will continue on the regular schedule. Buses will run when a tornado watch is in effect.

If a tornado warning has been issued in Bon Homme County, buses will not run. If students are in school, they will remain in the school and take cover until the "All Clear" announcement is made.

When a tornado is sighted while students are on a bus, the driver should stop the bus and the driver and students will proceed to a ditch or low area in a surrounding field and lie down. Everyone should move far enough away from the bus or trees so there is no chance that anything will topple over on them.

Students and faculty who are away from school should monitor the weather by radio if the weather appears threatening. If there is a tornado warning for the area, the director of the activity should seek shelter for the group and notify the authorities of their location. Under no circumstances should students be released to go home when there is a tornado warning in effect for the area.

**USE OF PERSONAL AUTO BY EMPLOYEES**

Employees who use their personal auto for school business must be authorized, in advance, to do so. In most cases when such authorization is secured, it carries with it coverage by the District (liability, property damage, and medical payments) auto insurance under provisions of authorized "volunteer" use of personal auto. When such authorization is granted, the employee may claim mileage from the District at the rate established by the Board.

**USE OF SCHOOL BUILDINGS**

Persons or organizations wishing to use the school buildings must make arrangements in the office of the building principal or District Office. Following approval of the use, keys will be issued which must be returned to the office following the building use. Employees should report any suspicious or unauthorized use to their principal.



PROPOSED BON HOMME #04-2 SCHOOL CALENDAR - 2023-24			Approved:																		
<b>FIRST SEMESTER</b>				<b>SECOND SEMESTER</b>																	
<b>AUGUST</b>		Contact = 10	Contact = 19	<b>JANUARY</b>																	
1 2 3 4 5			1/5 School Friday (M)	1 2 3 4 5 6																	
6 7 8 9 10 11 12				7 8 9 10 11 *12 13																	
13 14 15 16 17 18	8/16 Open House 6:00 8/17 First Day of School	1/15 = ML King; 1/19 School Friday (M) Early Dismissal 12:30		14 15 16 17 18 19 20																	
20 21 22 23 24 25 26				21 22 23 24 25 26 27																	
27 28 29 30 31				28 29 30 31																	
<b>SEPTEMBER</b>		Contact = 17	Contact = 17	<b>FEBRUARY</b>																	
1 2 3 4 5 6 7 8	9/4 Labor Day; 9/8 School Friday (M)			1 *2 3																	
9 10 11 12 13 14 15 16		2/15 PTC 1:00-9:00; Early Dismissal 12:30		4 5 6 7 8 9 10																	
17 18 19 20 21 22 23	HOMECOMING WEEK 9/22 Early Dismissal 12:30	2/19 Washington's Birthday		11 12 13 14 15 16 17																	
24 25 26 27 28 29 30				18 19 20 21 22 23 24																	
				25 26 27 28 29																	
<b>OCTOBER</b>		Contact = 18	Contact = 16	<b>MARCH</b>																	
1 2 3 4 5 6 7	10/5 PTC 1:00-9:00; Early Dismissal 12:30			1 2 3 4 5 6 7 8																	
8 9 10 11 12 13 14	10/9 Native American Day	3/7 End of 3rd Quarter		9 10 11 12 13 14 *15 16																	
15 16 17 18 19 20 21	10/19 End of 1st Quarter			17 18 19 20 21 22 23																	
22 23 24 25 26 27 28		3/28 Early Dismissal 12:30; 3/29 Good Friday		24 25 26 27 28 29 30																	
29 30 31				31																	
<b>NOVEMBER</b>		Contact = 17	Contact = 18	<b>APRIL</b>																	
1 2 3 4		4/1 Easter Monday; 4/5 School Friday (M)		1 2 3 4 5 6																	
5 6 7 8 9 10 11	11/11 Veterans Day			7 8 9 10 11 *12 13																	
12 13 14 15 16 17 18				14 15 16 17 18 19 20																	
19 20 21 22 23 24 25	11/22 Early Dismissal 12:30; 11/23-11/24 Thanksgiving Break			21 22 23 24 25 26 27																	
26 27 28 29 30				28 29 30																	
<b>DECEMBER</b>		Contact = 11	Contact = 9	<b>MAY</b>																	
1 2 3 4 5 6 7 8 9		5/11 Graduation		1 2 3 4																	
10 11 12 13 14 15 16		5/15 End of 4th Quarter; LAST DAY; Early Dismissal 12:30; 5/16 PD Day		5 6 7 8 9 10 11																	
17 18 19 20 21 22 23	12/20 End of 2nd Quarter; Early Dismissal 12:30			12 13 14 15 16 17 18																	
24 25 26 27 28 29 30 31	12/25 Christmas Day	5/27 Memorial Day		19 20 21 22 23 24 25																	
				26 27 28 29 30 31																	
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Make Up Days - First Three Student Contact Forgiven; if used, then  
 Make Up Days will be the next \* marked day on the calendar and others Determined by Administration  
 Holidays, PD and P/T Conferences Will Not Be Used or Changed For Makeup Days  
 Tutor Day Make Up Days Will Be Determined by Administration  
 Full School Day Make Up Will Have Precedence Over Tutor Day Make Up  
 If a date is red, this indication means it is a federal holiday (No Banking or Mail on those given days)

2018-19 = 1060 hours  
 2019-20 = 1043 hours  
 2020-21 = 1039 hours  
 2021-22 = 1043 hours  
 2022-23 = 1036 hours

# BON HOMME #04-2 EMPLOYEE EVALUATION FORM

Employee Name & Position \_\_\_\_\_ Date \_\_\_\_\_  
(Copy of job description attached)

***KNOWLEDGE OF JOB: Has a clear understanding of the job.***

\_\_\_\_ Excellent                                      \_\_\_\_ Good/Above Average                                      \_\_\_\_ Satisfactory/Average  
\_\_\_\_ Needs Improvement/Below Average                                      \_\_\_\_ Poor

Comments:

***DEPENDABLE: Conscientious, thorough, accurate, reliable, and punctual.***

\_\_\_\_ Excellent                                      \_\_\_\_ Good/Above Average                                      \_\_\_\_ Satisfactory/Average  
\_\_\_\_ Needs Improvement/Below Average                                      \_\_\_\_ Poor

Comments:

***JUDGMENT: Makes sound conclusions and intelligent decisions.***

\_\_\_\_ Excellent                                      \_\_\_\_ Good/Above Average                                      \_\_\_\_ Satisfactory/Average  
\_\_\_\_ Needs Improvement/Below Average                                      \_\_\_\_ Poor

Comments:

***INITIATIVE: Seeks more responsibility, self-starting, asks for work.***

\_\_\_\_ Excellent                                      \_\_\_\_ Good/Above Average                                      \_\_\_\_ Satisfactory/Average  
\_\_\_\_ Needs Improvement/Below Average                                      \_\_\_\_ Poor

Comments:

***COOPERATION: Ability and willingness to work with supervisors and associates.***

\_\_\_\_ Excellent                                      \_\_\_\_ Good/Above Average                                      \_\_\_\_ Satisfactory/Average  
\_\_\_\_ Needs Improvement/Below Average                                      \_\_\_\_ Poor

Comments:

