

DEUEL SCHOOL DISTRICT #19-4

***NON - CERTIFIED HANDBOOK
2024 – 2025***

NOTICE OF NONDISCRIMINATION

Applicants for admission and employment, students, parents, employees, and all unions or professional organizations holding negotiated agreements or professional agreements with the School District are hereby notified that this District does not discriminate on the basis of race, color, national origin, sex, age, or disability in admission or access to, or treatment or employment in, its programs and activities.

Any person having inquiries concerning the Deuel School District's compliance with the regulations implementing Title VI, Title IX, Americans with Disability Act or Section 504 is directed to contact: Chad Schiernbeck who has been designated by the Deuel School District to coordinate the District's efforts to comply with the regulations implementing these regulations.

Superintendent Chad Schiernbeck
Deuel School District #19-4
410 Fifth Street West
P.O. Box 770
Clear Lake, SD 57226

Telephone 605-874-2161
Fax 605-874-8585

You may also contact the Section 504 Coordinator at the South Dakota Department of Education and Cultural Affairs by calling 605-773-3134 or the Regional Director, Department of Education, Office for Civil Rights, 1244 Spear Blvd. Suite 310, Denver, Colorado 80202-3582.

NON-CERTIFIED EMPLOYEES' HANDBOOK

This handbook is a guideline for non-certified employees, and as such it is understood that changes may be necessary as conditions warrant.

Non-Certified Employees: All employees other than Certified Staff

RECRUITMENT AND SELECTION

The following is a statement of policy established by the Board of Education of this School District.

Applicants for admission and employment, students, parents, employees and all unions or professional organizations holding negotiated agreements or professional agreements with the school district are hereby notified that this district does not discriminate on the basis of race, color, national origin, sex, age or disability in admission or access to, or treatment or employment in, its programs and activities.

No person shall be employed in or appointed to any full-time or part-time position without possessing the full qualifications of education or experience which may be prescribed for such position.

REQUIREMENTS OF EMPLOYMENT

BACKGROUND CHECK - All new employees are required to be fingerprinted for a background check.

RECORDS - It is important that our Business Office has up-to-date and accurate records for your benefit. Please notify the Business Office if you have a status change, such as: new address, new phone, change in marital status, increase or decrease in number of dependents, name of person to notify in case of emergency, etc.

SENIORITY - Seniority ranks below ability and workmanship when employees are considered for promotion or termination of employment for reasons other than cause.

EVALUATION OF NON-CERTIFIED STAFF - Your principal or work supervisor may submit a written report whenever they consider that your performance is of such a nature that immediate improvement is necessary or if work performance has improved to such an extent that recognition is desirable.

SUPERVISION FOR NON-CERTIFIED STAFF: All members of the non-instructional staff are under the direction and supervision of the Superintendent.

TYPES OF ASSIGNMENTS

Substitute: A substitute employee is one hired with the understanding that their association with the district will be on a substitute basis, as needed. Substitute employees are not eligible for district benefits and do not accrue personal days or sick leave during the period they serve as substitutes.

Temporary: A temporary employee is one hired with the understanding that their association with the district will last only through a certain period or session, length not necessarily specified, and with the understanding that separation may occur at any time without notice. Such employees are not eligible for district benefits and do not accrue personal days or sick leave.

However, if a person serves as a temporary employee and then becomes a regular employee in the same type of work, their service as a temporary employee will be credited toward personal days and sick leave.

Regular: A regular employee is one hired with the understanding that their association with the district will last through a fiscal year as determined by the contract provisions.

All non-certified personnel are responsible for punching in/out on the time clocks provided. Work times will be set by the administration.

FOR YOUR INFORMATION

HOURS: The number of hours worked per day will be set by the administration. Non-certified employees hours will be set at a maximum number of hours per day. The maximum number of hours may not be worked to a decrease in the school day. A minimum number of hours may be allowed in cases when school is not held. Any extension of work hours can only be approved by the administration.

METHOD OF PAY: Non-certified employees, on hourly schedule, will be paid on the fifteenth of the month. If the fifteenth falls on a Saturday or Sunday, the employee will be paid on the previous Friday.

OVERTIME: All work done at the request of the district, by non-certified employees, in excess of 40 hours per week shall be paid at time and a half. Prior approval must be granted by the Administration in order for employees to work overtime. For purposes of overtime the workweek is Monday through Sunday.

PAY INCREASES: Pay increases may be granted annually by the Board of Education.

COMPENSATION INSURANCE: Workers Compensation, for work related injuries, covers all employees of the school district. State law requires you to give written notice of an injury to your employer within three business days. Injuries should be reported to your immediate work supervisor or a School Administrator.

SCHOOL CLOSING: In case of emergency, such as school closings, late starts and early dismissals, the school authorities will announce closing and bus departure times on the following: Keloland TV, Dakota News and the Deuel School Facebook page. Announcements will also be sent via text, phone, and/or email.

The Chairperson of the Deuel School Board of Education or the Superintendent of the Deuel School District (or the designee) may cancel a scheduled day of school in case of an emergency.

CAUSES FOR SUSPENSION AND DISMISSAL

The District Superintendent may dismiss, suspend, or demote, for cause, any employee during the term of the annual contract. The causes which shall be deemed sufficient for dismissal, suspension, demotion, or other disciplinary action, include but are not limited to, the following:

1. Unauthorized or excessive absence from work
2. Commitment or conviction of any criminal act
3. Conduct unbecoming any employee in the public service
4. Disorderly or immoral conduct
5. Failure to make proper provision for liquidation of just debts
6. Incapacity due to mental or physical disability
7. Incompetence or inefficiency
8. Insubordination
9. Using, possessing, buying, selling, manufacturing, or dispensing an illegal drug (to include possession of drug paraphernalia)
10. Being under the influence of alcohol or an illegal drug on school premises
11. Possessing or consuming alcohol on school premises
12. Neglect of duty
13. Negligence or willful damage to public property or waste of public supplies or equipment
14. Violation of any lawful regulation or order made by a supervisor
15. Willful violation of any provisions of this contract
16. Falsification of any material information on qualifications

No employee shall be dismissed, suspended, or demoted during the term of the annual contract unless he/she is served a written notice stating the reasons for the dismissal, suspension, or demotion and the effective date thereof.

EMPLOYEE BENEFITS

SICK LEAVE: Regular non-certified employees shall be entitled to sick leave. Nine month employees are entitled to nine days of sick leave, ten month employees are entitled to ten days of sick leave and twelve month employees are entitled to twelve days of sick leave annually. As a new employee you are credited at once with the sick leave that will be entitled to you. Each year's entitlement thereafter will be credited at the beginning of each year. Sick leave is accumulated to seventy-five days, with days used being deducted from the total accumulated. Sick pay may be used in quarter day increments (.25, .50, .75 or 1.00). Non-certified employees that have accumulated 75 days of sick leave will be paid for all allocated and unused days over and above the 75-day maximum at the certified substitute rate per day. Payment will be made by July 15th of the next fiscal year.

HEALTH INSURANCE: You are eligible to join the school health insurance plan if you have a regular assignment of 30 hours or more per week. Regular employees, who did not join at the time of employment, may join the group plan at the annual open enrollment date. The insurance carrier sets conditions of late enrollment. For further information you may contact the Business Office.

DENTAL INSURANCE: You are eligible to join the school dental insurance plan if you have a regular assignment of 30 hours or more per week. Regular employees, who did not join at the time of employment, may join the group plan at the annual open enrollment date. For further information you may contact the Business Office.

RETIREMENT SYSTEM: All non-certified full-time employees working 20 or more hours per week, automatically become members of SDRS. A payroll deduction will be made from your earnings for this purpose. A SDRS Supplemental deduction will also be made from your monthly paycheck. If you wish to increase the supplemental amount, please see the Business Manager.

AT WILL/RESIGNATION: Non-certified employees are “at will” employees and may be terminated at any time with or without cause. Furthermore employees may terminate their employment at any time. At least a two-week notice, in writing, is encouraged for any employee who may wish to resign, except in the case of an emergency.

VACATION (12-month employees ONLY): Regular non-certified employees, working 12 months, shall receive one day vacation for each month worked during the fiscal year. Less than one year's service merits vacation in proportion to time worked. After ten years of service vacation increases to 15 days per year. Vacation time of up to ~~five~~ **seven** days may be carried over to the next year. Vacation requests are approved by your supervisor.

HOLIDAYS ALLOWED:

Regular nine-month non-certified employees will be paid for and will not be required to work on six (6) holidays as follows:

Labor Day	Thanksgiving Day
Day after Thanksgiving	Christmas Day
New Year's Day	Good Friday

Regular ten-month non-certified employees will be paid for and will not be required to work on nine (9) holidays as follows:

Labor Day	Thanksgiving Day
Day after Thanksgiving	Christmas Eve Day
Christmas Day	New Year's Eve Day
New Year's Day	Good Friday
Memorial Day	

Regular twelve-month employees will be paid for and will not be required to work on thirteen (13) holidays as follows:

Independence Day	Labor Day
Veteran's Day	Thanksgiving Day
Day after Thanksgiving	Christmas Eve
Christmas Day	New Year's Eve
New Year's Day	Good Friday
Easter Monday	Memorial Day
Juneteenth	

PERSONAL LEAVE:

Deuel School allows non-certified staff two days of personal leave per year; if the day of personal leave is not used within the year, a maximum accumulation of four days may be carried to succeeding years. If at the end of a year, a non-certified staff member has more than 4 days, they will be paid for all allocated and unused days over and above the 4-day maximum at the certified substitute rate per day. Payment will be made in the June payroll of that fiscal school year. Arrangements must be made with the Superintendent at least two weeks in advance. The Superintendent may approve exceptions, in cases of immediacy.

JURY DUTY: If you are called for jury duty, you will receive your regular salary during this service, less the amount you received for jury duty, not including the mileage, which shall be retained by you.

BEREAVEMENT LEAVE: As a regular employee, you will be granted a maximum of five days leave, on full pay, in the event of death of a member of the immediate family. The immediate family is defined as husband, wife, mother, father, son, and daughter. Leave for the death of a lesser relative and attendance at funerals of close friends will be at the discretion of the Superintendent.

EXCESSIVE ABSENCE: If a non-certified employee is absent from school and does not have any benefit time left, they will be responsible to pay \$50 for each day missed. This policy does not pertain to any employee utilizing FMLA leave or during the time granted under FMLA.

MEDICAL LEAVE: Per FMLA policy.

MATERNITY LEAVE: Per FMLA policy.

MILITARY LEAVE: Per FMLA Policy. A non-certified employee on a military leave shall earn service increments as if regularly employed by the school district.

UNPAID LEAVE: Ordinarily, the school district shall not grant leaves of absence to non-certified personnel. However, under unusual circumstances, the Board of Education may grant leaves of absence to non-certified employees who have given long or outstanding service to the district.

FAMILY AND MEDICAL LEAVE

I. POLICY STATEMENT:

The School District shall comply with the mandatory provisions of the Family and Medical Leave Act of 1993 (FMLA) as authorized by P.L. 103-3. The Superintendent shall administer this policy adopted by the Board of Education, setting forth the rights and procedures granted by the Act, and shall ensure compliance with this policy either personally, by delegation, or by some combination of personal supervision and delegation.

1. For purposes of this policy and an employee's right to take leave under the family and Medical Leave Act and District policy, full-time certified staff employed by the District for twelve months are deemed "eligible employees" and are covered by this policy.
2. Any certified staff member employed less than full-time must have been employed by the School District for twelve months and employed for at least one thousand two hundred fifty (1,250) hours during the previous twelve (12) month period immediately preceding the commencement of leave to be an "eligible employee" for purposes of this policy.
3. A non-certified staff (support staff) employee must have been employed within the District for 12 months and worked for the District at least 1250 hours within the 12 month period immediately preceding the requested leave to be deemed an "eligible employee". Employment, is defined as being on the District's payroll. Also, pursuant to FMLA the District must employ 50 or more employees before an otherwise qualified employee is deemed an "eligible employee" for purposes of FMLA leave.

Employment is defined as being on the District's payroll.

II. ELIGIBILITY:

*No employee is eligible for FMLA leave unless the District employs 50 or more employees as defined in FMLA.

III. PROCEDURES FOR IMPLEMENTING FAMILY AND MEDICAL LEAVE:

- A. An eligible employee for FMLA leave under this policy shall be entitled up to a total of sixty (60) days (twelve weeks) of FMLA leave per school year (July 1 to June 30) for the following qualifying reasons:
 1. The BIRTH and FIRST YEAR CARE of a newborn child (including circumstances which require leave to be taken prior to the birth of the child);
 2. The ADOPTION or FOSTER PLACEMENT of a child (including circumstances which may require leave to be taken prior to actual placement of the child);
 3. The care for employee's spouse, son or daughter, or parent who has a SERIOUS HEALTH CONDITION, or

4. The employee's own SERIOUS HEALTH CONDITION, that makes the employee unable to perform his/her job.
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- B. Not all absences of an employee due to illness of the employee or family member constitutes FMLA leave "due to a serious health condition: under #3 and #4 above. "Serious Health Condition: means an illness, injury, impairment, or physical or mental injury that involves inpatient care in a hospital or residential mental injury that involves continuing treatment of the employee or family member by a health care provided due to incapacity requiring the employee to be absent from work for more than 3 calendar days for continuing treatment of a chronic or long term health condition. ("Continuing treatment" means two or more visits to a health care provider or when the employee or family member is under continuing supervision of the health care provider due to a serious long-term or chronic condition or disability which cannot be cured). Short-term absences due to conditions which require only very brief treatment (if any) and recovery do not qualify for FMLA leave, although the employee would still be entitled to take paid sick leave pursuant to the District's sick leave policy if the employee is covered under the policy. The flu would be an example of such a situation. (The days taken under District's sick leave policy but not qualifying for FMLA leave would not be deducted from the 60 days of FMLA to which the employee is entitled in each 12 month period).
 - C. The certified employee taking FMLA leave shall be required to count and apply accrued paid family leave and personal leave toward the twelve (12) weeks of FMLA leave taken for birth, adoption, foster care or care of a family member (II. A. 1, 2, and 3). Paid personal leave and sick leave pursuant to district policies shall be applied toward FMLA leave taken due to a serious health condition of the employee, dependent child or family member (II. A. 3 and 4). A classified employee shall in addition to applying family leave, personal leave, and sick leave also be required to apply paid vacation leave against the 60 days of FMLA leave to which eligible employees are entitled. If the employee does not have sufficient accrued paid sick leave, family leave and personal leave (and for classified employees, also paid vacation days) equal to the period FMLA leave is taken, the employee is still entitled to the total twelve weeks FMLA leave within the one (1) year period for FMLA qualifying reasons. However, when FMLA leave is taken in such instances, the difference between the employee's accrued paid leave and the 60 days of FMLA leave to which the employee is entitled shall be on an unpaid leave basis.
 - D. During the period of FMLA leave, the employee is entitled to continuation of any employee group health benefits which the employee was receiving when the employee began taking FMLA leave. The School District shall continue to pay its portion of the group health insurance premiums, and it shall be the employee's responsibility to continue to pay for his or her portion of said premiums. Upon return to work, the employee shall be entitled to his or her same position or an equivalent position at the same rate of pay and benefits which the employee received at the time FMLA leave began (subject to changes in District policy, in the negotiated agreement relative to salary and health insurance benefits and subject to the District's reduction-in-force policy). A return to work during the last two (2) or three (3) weeks of a semester from FMLA leave by certified staff shall also be subject to certain restrictions as set forth in the Special rules section. The

employee shall not accrue additional benefits during the period FMLA leave is taken without pay.

- E. In the case of birth, adoption or foster placement, the FMLA leave entitlement for child-care ends after the child reaches the age of one, or 12 months after the adoption or placement. FMLA leave to care for a child/parent also includes the right to take FMLA leave by/for a step-parent/step-child or a person recognized as acting as a parent as a guardian (or adult with whom child resides pursuant to SDCL 13-28-10).

In cases where both spouses are employed by the School District, the combined total of FMLA leave for both employees for birth, adoption or foster placement, or parent shall be limited to twelve (12) weeks. This limitation of twelve (12) weeks total however does not apply to employee-spouses taking FMLA leave due to other serious health conditions of a family member.

- F. The School District, at the request of the employee, may agree to allow the employee to take FMLA leave intermittently or on a reduced hours basis, subject to the recommendations of the Superintendent and approval by the School Board.
- G. When unpaid FMLA leave is "foreseeable" in connection with birth, adoption or foster placement of a child, or for family or employee serious illness the employee shall provide thirty (30) days prior written notice of the request for FMLA leave (or as soon as possible if the employee becomes aware of the need for FMLA leave less than 30 days prior to the surgery or other event) and shall make a reasonable effort to schedule treatment, including the need for intermittent and reduced hour leave, so as to not duly disrupt the operations of the School District.
- H. When the employee requests or is taking unpaid FMLA leave, the District may require health provider verifications of the serious health condition from the employee's health care provider and may also require the employee to obtain a second medical opinion (at the District's expense). In the case of employee serious illness, in addition to the current sick leave policy requirements, the employee shall provide certification by his or her health care provider certifying that the employee is able to return to work and is able to meet the essential functions of the job.
- I. If an employee does not return to work after the unpaid FMLA leave period has expired, all employee benefits shall cease to be paid by the School District. The School District may also require the employee to reimburse the School District for the employee's share of insurance premiums if paid by the District while the employee was on unpaid FMLA leave unless the failure to return to work was due to the serious health condition that entitled the employee to take FMLA leave initially or due to other circumstances beyond the control of the employee. Such reimbursement shall be through payroll withholding after the employee returns to work.
- J. The Superintendent or designee will be available to assist employees who want to apply for FMLA leave. FMLA request forms are available at the Superintendent's office.

SPECIAL RULES SECTION APPLICABLE TO CERTIFIED EMPLOYEES

The following special rules apply to any certified employee who takes FMLA leave under this policy and who is employed principally in an instructional capacity.

- a. If FMLA leave begins with more than five (5) weeks left in the semester, the Superintendent may require the employee to continue taking leave until the end of the semester, if:
 - 1) The employee will be gone from work at least three (3) weeks for any of the four qualifying reasons (II A. 1-4), and
 - 2) The employee would return to work in the last three (3) weeks of the semester.
- b. If FMLA leave begins during the last five (5) weeks of the semester, the Superintendent may require the employee to continue taking leave until the end of that semester if:
 - 1) The employee would be gone from work at least two (2) weeks for a qualifying reason (II. A. 1, 2 or 3).
 - 2) The employee would return to work in the last two (2) weeks of the semester.
- c. If FMLA leave begins during the last three (3) weeks of the semester, the Superintendent may require the employee to continue taking leave until the end of that semester if the employee would be absent more than five (5) working days for a qualifying reason (II. A. 1, 2, or 3).
- d. If the School District requires a teacher to extend FMLA leave under these special rules, the extended leave shall be counted against the employee's FMLA leave allotment.

Questions on these special rules should be addressed to the Superintendent or designee.

**LEAVE FORM AND EMPLOYEE APPLICATION
FOR FAMILY AND MEDICAL LEAVE**

TYPE OF LEAVE:

- _____ Personal Leave
- _____ Jury Duty
- _____ Employee Illness
- _____ Family Illness
- _____ Long Term Leave
- _____ Professional Leave
- _____ FMLA

It is the responsibility of the EMPLOYEE to complete this application and submit it to the Superintendent, if "foreseeable", thirty (30) days prior to the commencement date of unpaid Family and Medical Leave. It is also the responsibility of the employee to have read the provisions of the Family Medical Leave Policy, and to have asked the Superintendent or designee for assistance regarding interpretation and application of the policy if needed.

Family Medical Leave (FMLA) is for the following reason: (Employee initial one category)

_____ The birth and first year care of a newborn child;
initial

_____ The adoption or foster placement of a child;
initial

_____ The care for employee's spouse, son or daughter, or parent; who has a serious
initial health condition; or

_____ The employee's own serious health condition that makes the employee unable
initial to perform his/her job.

I am requesting FMLA leave to start on _____ and end on _____.
(Date) (Date)

I understand that FMLA leave days are unpaid leave days unless paid pursuant to the District's paid sick leave policy, family leave policy or personal leave policy (and vacation leave for 12 month non-certified employees).

Employee's signature

Date of application

For Office Use Only

Date application was received: _____

GRIEVANCE PROCEDURE FOR NON-CERTIFIED PERSONNEL

ARTICLE I

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, ordinances, policies, rules or regulations of the government of the State of South Dakota or the government of any one or more of the political subdivision thereof, or of the public schools, or any authority, commission, or board, or any other branch of the public service as they apply to the conditions of employment. Negotiations for, or a disagreement over, a non-existing agreement, contract, ordinance, policy, rule, or regulation is not a "grievance" and is not subject to this section. (SDCL 3-18-1.1)

The term "employee" is considered to apply to any non-certified employee and may include an individual or group employees who are similarly affected by a grievance.

An "Aggrieved person" is the person or persons making the claim.

"Board" means the Board of Education of the Deuel School District #19-4, Clear Lake, South Dakota.

"Association" shall mean the Teachers Negotiating Committee .

The term "days" when used in this policy shall, except where otherwise indicated, mean normal business working days excluding National Holidays.

ARTICLE II

PURPOSE:

The purpose of this statement of grievance procedure policy is to secure a solution at the lowest possible administrative level.

ARTICLE III

PROCEDURE:

It is important that grievances be processed as rapidly as possible. The number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process. If appropriate action is not taken by the employee within the time limits specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. The time limits specified herein may be extended by mutual agreement of the aggrieved and the Board of Education designee, provided the time extension is requested within the time limits provided in the Article.

In the event a grievance is filed on or after April 15, an effort should be made to reduce the time limits.

If an employee does not file a grievance in writing with the Principal or other supervisor within twenty days after the employee knew, or should have known, of the act or condition on which the grievance is based, the grievance shall be considered as having been waived.

A supply of grievance forms shall be on file with the building principal, and/or the immediate supervisor.

ARTICLE IV

INFORMAL PROCEDURES:

If an employee feels he/she has a grievance, the employee shall first discuss the matter with their supervisor, principal or other administrator, to whom they are directly responsible in an effort to resolve the problem.

If, after such discussion with the supervisor, principal or other administrator, the employee is not satisfied with the disposition of the matter, the employee shall have the right to present the matter to and discuss it with the Superintendent.

ARTICLE V

FORMAL PROCEDURES:

LEVEL ONE - School Principal, Immediate Supervisor or other Administrator

If an aggrieved person is not satisfied with the disposition of their problem through informal procedures, they shall submit a claim in writing within seven days after the informal hearing. Four (4) copies of this written grievance shall be prepared by the teacher, and they shall send one copy to each of the following: supervisor, principal, or other administrator, a member of the Teachers Negotiating Committee, Superintendent of Schools and the aggrieved person.

An employee who is not directly responsible to a building principal may submit his/her formal written grievance claim to the administrator or supervisor to whom they are directly responsible, and such administrator shall carry out the aforementioned responsibilities the same as a principal. The administrator within seven (7) days shall render a decision in writing to the aggrieved person.

LEVEL TWO - Superintendent of Schools

If an aggrieved person is not satisfied with the decision concerning the alleged grievance at Level One, they may, within seven (7) days after the decision is rendered, or within fourteen (14) days after their formal presentation, file the alleged grievance with the Superintendent.

The Superintendent of Schools or their designee within seven (7) days from the receipt of the written grievance shall meet with the aggrieved person for the purpose of resolving the grievance. The principal or appropriate administrator who was involved at Level One shall be notified and shall have the option of attending the meeting. Arguments and documentation of all parties shall be made in writing at this level, and copies thereof shall be given to the Superintendent and all interested parties. The Superintendent shall, within seven (7) days after the meeting, render a decision in writing to the aggrieved person, the supervisor, principal, or other administrator and designated member of the Teachers Negotiating Committee .

LEVEL THREE - Teachers Negotiating Committee

If the aggrieved person is not satisfied with the decision concerning the alleged grievance at Level Two, they shall, within seven (7) days after the decision is rendered, file an alleged grievance at Level Two, they shall, within seven (7) days after the decision is rendered, file an alleged grievance with the Association.

The Association shall, within seven (7) days, make a judgment on the merits of the alleged grievance. If the Association decides that the alleged grievance lacks merit, it shall send written notification to the employee, supervisor, principal, or other administrator, Superintendent and Teachers Negotiating Committee member. If the Association decides that the alleged grievance has merit and the decision at Level Two is not acceptable, it shall, within seven (7) days after receipt, refer such grievance with argumentation and reason in writing to Level Four. Copies will be sent the Teachers Negotiating Committee member, supervisor, principal, or other administrator, the aggrieved person, Superintendent.

LEVEL FOUR - Board of Education

Within 20 days, the board or its designated agent (excluding previous level agents) shall consider that grievance or may designate a committee which may or may not include board members to hold a hearing or otherwise investigate the grievance or prescribe such procedure as it may deem appropriate for consideration of the grievance. The board shall make a final decision thereon at the following regular or special board meeting (within 20 days). After the meeting, the board shall notify the aggrieved in writing of its decision.

LEVEL FIVE - Level Five is provided for in SDCL 3-18-15.2. This appeal must be made within sixty (60) days.

ARTICLE VI

MISCELLANEOUS:

If, in the course of investigation of any grievance by representatives of the complainant, and such investigation requires their presence in a school building, they shall report immediately to the principal of such building being visited and state the purpose of the visit.

Classroom activities shall not be interrupted and every effort shall be made to avoid the involvement of students in all phases of grievance procedure.

The person or person taking the action and their selected representatives may be present at every step of the procedure and shall be present at the request of the Board or its designee. Nothing in Article VI, Item C, will interfere with the provisions provided in SDCL 3-18-15.

If, in the judgment of the building principal or immediate supervisor, the grievance is not against their interpretation of the policy but against the Superintendent's interpretation of the policy, the grievance, upon recommendation of the Superintendent or their designee, may be filed directly with the Superintendent.

No reprisals of any kind shall be taken by either party against any party in interest, any representative, any officer of the Association, any member of the Association's grievance committee, any member of the Administration or any other participant in the grievance procedure by reason of such participation.

When it is necessary for an aggrieved person and/or a representative(s) of the Association to attend a meeting or a hearing called by the Superintendent during the school day, the Superintendent's Office shall notify the appropriate principals. The aggrieved person and the representative(s) shall be released without loss of pay for such time as their attendance is required at such meeting or hearing.

The Board agrees to make available to the aggrieved person and their representative information which is in its exclusive possession or control and which is relevant to the issue raised by the grievance.

REQUEST FOR SETTLEMENT OF GRIEVANCE

LEVEL ONE

(To be completed by aggrieved person)

Date of Presentation to Principal _____

Name of Aggrieved Person _____

Home Address _____

School _____ Subject Area _____

DSEA
President _____

Nature of Grievance _____

Settlement Requested _____

Signed _____

- Copy 1 - Supervisor, principal or other administrator
- Copy 2 – Teachers Negotiating Committee
- Copy 3 - Superintendent of Schools
- Copy 4 - Aggrieved Person

REPLY TO LEVEL ONE GRIEVANCE

Date Reply Sent to Aggrieved Person _____

Name of Aggrieved Person _____

Home Address _____

School _____ Subject Area _____

Date of Presentation of Grievance to Principal _____

Reply of Supervisor, principal or other administrator with rationale _____

Signed _____
Supervisor, Principal or Other Administrator

- Copy 1 - Supervisor, principal or other administrator
- Copy 2 – Teachers Negotiating Committee
- Copy 3 - Superintendent of Schools
- Copy 4 - Aggrieved Person

REQUEST FOR SETTLEMENT OF GRIEVANCE

LEVEL TWO

Date of Presentation to Superintendent _____

Name of Aggrieved Person _____

Home Address _____

School _____ Subject Area _____

State reasons for submission of grievance to Level Two _____

Settlement Requested _____

Signed _____

DSEA President

Signed _____

Aggrieved Person

Copy 1 - Supervisor, principal or other administrator

Copy 2 – Teachers Negotiating Committee

Copy 3 - Superintendent of Schools

Copy 4 - Aggrieved Person

REPLY TO LEVEL TWO GRIEVANCE

Date of Reply of Superintendent Sent to Aggrieved Person _____

Name of Aggrieved Person _____

Home Address _____

School _____ Subject Area _____

Date of submission of Grievance to Superintendent _____

Signed _____
Superintendent or Designee

- Copy 1 - Supervisor, principal or other administrator
- Copy 2 – Teachers Negotiating Committee
- Copy 3 - Superintendent of Schools
- Copy 4 - Aggrieved Person

REQUEST FOR SETTLEMENT OF GRIEVANCE

LEVEL THREE

Date of Submission to the Teachers Negotiating Committee _____

Name of Aggrieved Person _____

Home Address _____

School _____ Subject Area _____

Date of Reply of Superintendent to Level Two Grievance _____

State reasons for submission of grievance to Level Three _____

Settlement Requested _____

Signed _____

- Copy 1 - Supervisor, principal or other administrator
- Copy 2 – Teachers Negotiating Committee
- Copy 3 - Superintendent of Schools
- Copy 4 - Aggrieved Person

REPLY TO LEVEL THREE GRIEVANCE

Date of Submission to the Teachers Negotiating Committee _____

Name of Aggrieved Person_____

Home Address_____

School_____ Subject

Area_____

Date of request for settlement of grievance, Level Three _____

Final decision of the Teachers Negotiating Committee Grievance Committee: _____

Signed_____

- Copy 1 - Supervisor, principal or other administrator
- Copy 2 – Teachers Negotiating Committee
- Copy 3 - Superintendent of Schools
- Copy 4 - Aggrieved Person

REQUEST FOR SETTLEMENT OF LEVEL FOUR GRIEVANCE

(Copies of all previous requests for settlement and replies must be attached to the copies of the Business Manager and the President of the Board of Education only)

Date of Submission to the Business Manager _____

Name of Aggrieved Person _____

Home Address _____

School _____ Subject Area _____

Date of Teachers Negotiating Committee Reply to Level Three Grievance _____

State reason for submission of grievance to Level Four _____

Recommendation of Association _____

Signed _____

President of Board of Education

Copy 1 - Supervisor, principal or other administrator

Copy 2 – Teachers Negotiating Committee

Copy 3 - Superintendent of Schools

Copy 4 - Aggrieved Person

Copy 5 – Business Manager

Copy 6 – President of Board of Education

REPLY TO LEVEL FOUR GRIEVANCE

Date of Submission to the Business Manager _____

Name of Aggrieved Person _____

Home Address _____

School _____ Subject Area _____

Date of Level Four Hearing or Investigation _____

Final decision of the Board of Education _____

Signed _____

President of Board of Education

- Copy 1 - Supervisor, principal or other administrator
- Copy 2 – Teachers Negotiating Committee
- Copy 3 - Superintendent of Schools
- Copy 4 - Aggrieved Person
- Copy 5 – Business Manager
- Copy 6 – President of Board of Education