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## 2011-2013 Language 2012-2013 Salary

### Written Agreement

The attached policies and procedures are those that have been negotiated and agreed upon by the Board of Education and the Aberdeen School District 6-1 Administrative Support Group, Clerical, Finance, Administrative, Auxiliary Staff and Educational Assistants for the School District fiscal years beginning on July 1, 2011 and ending on June 30, 2013, for salary and June 30, 2013, for language.

Should a subsequent Agreement not be in effect on July 1, 2013 for salary, and language, due to the parties not having concluded the negotiations process, this Agreement shall be in effect until such time as a subsequent contract is approved by the parties or the implementation of contract terms pursuant to SDCL 3-18-8.2.

Should any article, section, or clause of these policies be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted only to the extent that it violates the law. The remaining articles, sections, or clauses shall remain in full force and effect.

Any changes made to these agreed upon policies and procedures will be entered into the handbook agreement and approved by the Board of Education.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Aberdeen School District 6-1 Administrative Support Group, Clerical, Educational Assistants, Finance, Administrative and Auxiliary Personnel

By: \_\_\_\_\_  
Ruth Nelson, ASG Representative

By: \_\_\_\_\_  
Brian Schumacher, ASG Representative

By: \_\_\_\_\_  
Melissa Hanson, FAAS Representative

By: \_\_\_\_\_  
Linda Buechler, EA Representative

**GRIEVANCE PROCEDURE**

By: \_\_\_\_\_  
Pam Kolb, EA Representative

By: \_\_\_\_\_  
Sandy Walker, Clerical Representative

ABERDEEN SCHOOL DISTRICT 6-1 SCHOOL BOARD

By: \_\_\_\_\_  
Brian Sharp, School Board President

By: \_\_\_\_\_  
Tom Janish, Director of Finance

**GRIEVANCE PROCEDURE**

A. Definitions

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

B. Purpose

- 1) The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise between employees and the District, and to facilitate this purpose, these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 2) Nothing herein contained shall be construed as limiting the rights of any employee having a grievance to discuss the matter informally with any appropriate member of administration, and having the grievance adjusted without the intervention of the employee association, provided the adjustment is not inconsistent with the terms of any settlement with the employee association then in effect. The employee or the administrator involved in the grievance may be represented by a representative at such an informal discussion only by mutual consent of the employee and the appropriate member of the administration.

C. Time Limits

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

D. Procedure

- 1) Informal

Subject to paragraph B.2, an employee with a grievance may first discuss it with his/her principal or immediate supervisor with the objective of resolving the matter informally.

- 2) Formal

Level I:

An aggrieved person shall first file the grievance in writing with his/her principal or immediate supervisor. (See Grievance forms on Aberdeen School District website) The principal or supervisor shall arrange a meeting with the aggrieved person and his/her representative(s), if any, to take place within five (5) school days after the grievance has been filed. Within five (5) school days after the meeting, the principal shall render a decision in writing to the aggrieved party and to his/her representative(s), if any. (See Grievance forms on Aberdeen School District website)

Level II:

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level I or if no written decision has been rendered within five (5) school days after the meeting at which the grievance is heard, he/she may file the grievance in writing with the Superintendent within seven (7) days after the decision at Level I or twelve (12) days after the grievance was presented at Level I, whichever is sooner. The Superintendent shall arrange a meeting with the aggrieved person and

his/her representative(s), if any, within five (5) days and within five (5) days after said meeting the Superintendent shall render his/her decision in writing to the aggrieved party and to the representative(s), if any. (See Grievance forms on Aberdeen School District website)

Level III

If the aggrieved person is not satisfied with the disposition of the grievance at Level II or if no written decision has been rendered within five (5) school days after the hearing on the grievance at Level II, the grievance may be filed in writing with the Board within seven (7) days after the decision at Level II or twelve (12) days after the grievance at Level II was presented, whichever is sooner. The Board shall hold a hearing except that when multiple grievances are pending before the Board, a hearing panel consisting of not less than three (3) Board members may be appointed by the Board to conduct the grievance immediately following the Board's next regular meeting unless the date is changed by mutual consent of the Board and the grievant. When multiple grievances are pending, the Board may, in its discretion, extend the time for a hearing to a time that is more convenient under all the circumstances then existing. The Board may designate a member of the administration to present the administration's viewpoint of the grievance at the hearing. When a hearing panel has been appointed, the panel shall make a written recommendation of the disposition of the grievance to the Board within five (5) days after the grievance hearing. The decision of the Board shall be rendered in writing within five (5) days after the receipt of the hearing panel's recommendation or within five (5) days after the hearing when it is conducted by the Board.

Level IV:

If the aggrieved person is not satisfied with the disposition of the grievance at Level III or if no written decision has been rendered within the time period set forth in the preceding paragraph, he or she may, within ten (10) days after receipt of the written decision of the Board, or within ten (10) days of the date the decision is due, whichever is earlier, appeal to the Department of Labor pursuant to SDCL 3-18-15.2. The inclusion of this paragraph in this Grievance Procedure shall not constitute a waiver by either party of its rights to dispute the authority of the Department of Labor to hear the appeal and/or render any particular decision.

Miscellaneous

- 1) Any party or parties in interest may be represented at formal Levels I and II of the grievance procedure personally and by one (1) representative. When the representative is not a member of the employee association, the employee association shall have the right to have a spokesperson present and to have the spokesperson state its

views at the formal Levels I and II of the grievance procedure except when the aggrieved person specifically requests the exclusion of all but the parties in interest and their respective representatives. At Level III, a maximum of three (3) representatives, one (1) of whom will be the spokesperson, may represent the aggrieved person or persons involved in a grievance.

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

## **Definitions**

Twelve-Month, Full Time Employee: An employee who is regularly scheduled for up to 40 hours, but no less than 20 hours, per week for twelve months per fiscal year.

Ten-Month, Full Time Employee: An employee who is regularly scheduled for up to 40 hours, but no less than 20 hours, per week for ten months per fiscal year.

Nine-Month, Full Time employee: An employee who is regularly scheduled for up to 40 hours, but no less than 20 hours, per week for nine months per fiscal year.

Part Time Employee: An employee who is regularly scheduled for less than 20 hours per week. This employee shall not be eligible for the benefits defined in this Agreement.

## **Break Periods**

All employees shall receive one fifteen minute break period approximately midway in the shift during each shift. The supervisor retains the right to schedule employees' break periods to fulfill the operational needs of the various work units. Break periods may not be accumulated, that is, if an employee does not receive a break period because of operational requirements, such break periods may not be taken during a subsequent work period. In the event an employee is required to work overtime, there shall be a fifteen minute break period after two hours of work if the employee is required to work beyond such two hours.

## **Lunch Period**

All employees shall be granted a lunch period which shall be unpaid. Whenever possible the lunch period will be scheduled at the middle of the shift and shall not be less than thirty minutes nor more than one hour in length, the exact scheduling and length of which shall be determined by the appropriate supervisor. In the event an employee is required to work overtime, there shall be a lunch period every four hours if the employee is required to work beyond four hours.

## **Work Year**

- a. All nine-month and ten-month employees will be assigned a specific amount of work hours for the fiscal year as determined by the Director of Finance. An employee's schedule, including breaks, shall be scheduled individually with the employee's immediate supervisor.
- b. Employees employed on a twelve (12) month basis will report to work on each workday except when they are on vacation or an approved leave day.

## **Normal Work Day**

The immediate supervisor will determine the normal work day according to the particular needs of the job site.

Variance in Normal Work Day: Employees may have later arrival times, earlier departure times, and be permitted to leave the building during the normal workday for personal reasons on an individual basis when approval is granted in advance by the building principal and/or the immediate supervisor. If there is variance of the workday on a permanent basis, such variance must be approved by the immediate supervisor.

### **Overtime**

One and one-half times the employee's regular hourly rate of pay shall be paid for all work performed in excess of forty (40) hours per week. Overtime shall not be allowed without the approval of the immediate supervisor.

### **Inclement Weather**

It is the practice of the school system to follow a procedure for dismissal of students because of inclement weather. Dismissal announcement will be given via the media. Employees working less than 12 months will not report to work if school has been dismissed, and shall return to work when the students return to school. Time lost shall be made up on student/teacher makeup days. It shall be understood that twelve month full-time employees are to report to work as soon as they are safely able to do so, using reasonable discretion in making their decision to report to work. Only employees who work shall be paid. In the event a twelve month employee is told not to attempt to report to work by the Superintendent via the media because of inclement weather conditions, he/she shall be paid at the regular rate of pay for the specified time.

Time lost by twelve month employees during inclement weather may be recovered in one of the following ways: 1) Deducted from vacation time or 2) Short Term Leave.

### **Probationary Period**

A newly hired employee or a former employee who is rehired, except as otherwise provided herein, shall be on a probationary period for the first ninety (90) working days of his/her employment or re-employment.

An employee who has been voluntarily or involuntarily transferred to another position covered by this Agreement shall be a probationary employee for the first ninety (90) working days of his/her employment in that position. An employee that has been transferred from a District position that is not covered by this Agreement shall be a probationary employee for the first ninety (90) working days of his/her employment in a position covered by this contract. The probationary employee shall accrue no seniority during the probationary period. The District shall have the right to discharge a 120 day probationary employee during the probationary period, and such employee shall not have recourse to the grievance procedure. If an employee is promoted, or is transferred to a new position within the District, that employee shall serve a period of probation of ninety (90) working days in that new position. If the employee does not successfully complete that period of probation, the employee will return to the identical job classification, at the same salary level, with the same level of

seniority and the same job skills classification, which the employee had before the promotion or transfer. The employee will not necessarily be returned to the same job which the employee had before the promotion or transfer, however. A probationary employee, who voluntarily requests to be returned to the employee's previous position will be permitted to do so only at the discretion of the Aberdeen School District. Upon the completion of the probationary period, the employee shall be added to the seniority list as of the last date of hire.

The successful completion of the probationary period should not be construed as creating a contract or as guaranteeing employment for any specific duration or as establishing a just cause termination standard.

### **Evaluations**

Each employee shall be evaluated in writing at least once each fiscal year for the first three years of employment and on alternate years thereafter. The evaluation shall be performed by the employee's immediate supervisor and/or Department Director. A copy of the written evaluation shall be provided to the employee in a conference with the evaluator. Nothing contained in this agreement shall prevent the District from performing additional evaluations of employee performance. The employee shall acknowledge, in writing, receipt of each evaluation report and shall have the right to add comments to a written evaluation report.

When a formal evaluation reveals deficiencies that place an employee's continued employment in question, the evaluator shall include a statement of the deficiencies.

### **Employee Discipline**

In lieu of immediate termination, the employee's Supervisor, in his or her sole discretion, may place an employee on probation for a period of not less than thirty (30) days and not more than sixty (60) days. If, at the completion of the probationary period, an employee's performance has not improved to the satisfaction of his/her immediate supervisor, such an employee will be terminated. The Supervisor also has the option of using other methods of discipline, e.g., oral reprimand, written reprimand, suspension.

### **Layoff, Recall and Promotions**

In the case of a layoff, recall or promotion, qualifications, performance evaluation, skills, related experience, recommendations from administration and longevity will be given consideration in making the determination.

### **Vacancies**

Whenever a vacancy occurs in the Aberdeen School District Staff, including newly created positions, the vacancy shall be posted in all buildings for at least five (5) working days prior to the filling of the position. Employees interested shall apply in writing to the Human Resources Office within the posting period.

While school is in summer recess, the District shall continue to post vacancies occurring in the District on a designated bulletin board at the District Service

Center and on the District's website. It will be the responsibility of employees to check job postings.

### **Transfers**

Transfer shall be defined as either a voluntary or involuntary move from one position to a like position within the District, including changes in classification, buildings, shifts, or position with the same building with a different job description.

Any employee temporarily assigned to work solely in a higher paid classification than his/her own shall be paid at the higher rate, except as follows:

1. In cases of temporary or emergency assignment less than 10 consecutive working days (higher rates starts on day 11)
2. In cases where employees are, from time to time, assigned to work in higher classifications as trainees for such classification for not to exceed thirty (30) working days.
3. When an employee is working at a higher classification for a period of time and receives more in hourly wages than the starting rate for the higher classification the employee shall receive the current rate for hourly salary increases due to an upward classification change during the time the employee is working at the higher classification.

Voluntary - In order to recognize career advancement as a value to the school district and to employees, the administration shall make provisions for the transfer of personnel. An employee may voluntarily request a transfer to a different position which is vacant. Transfer applications shall be submitted in the form of a letter to the Human Resources Office within the posting period. Transfers must be approved by the immediate supervisor of the position being applied for. If a lateral transfer is approved, the wage rate for the new position shall be the same wage rate the employee is currently receiving. Individuals receiving a promotion to a job in a higher grade level would be placed in the range for that position on the step which is at least 4% higher than their rate in the former grade, or the minimum of the wage range for the new position, whichever is higher.

Involuntary - When it is necessary to involuntarily transfer or reassign employees within a building or a classification, to the extent possible, all volunteers shall be first considered. However, the District reserves the right to transfer employees, whether volunteering or not, to ensure the proper operation of the School District. The District's decision is final and the employee shall not have recourse to the grievance procedure provided for in this Agreement. Written notice of transfer shall be given to the employee affected ten (10) days prior to the transfer. Reasons for the transfer shall be included in the notification.

If an involuntary transfer is necessary from a higher grade level to a lower grade level, the rate of pay for the higher grade level will be in effect. If an equivalent grade level position becomes available and the employee declines that position, the rate of pay for the lower grade level will then apply. Involuntary transfer as a result of poor performance will result in a lower grade level of pay. Individuals

receiving a promotion to a higher grade level would be placed in the range for that position on the step which is at least 4% higher than their rate in the former grade, or the minimum of the wage range for the new position, whichever is higher.

Longevity, sick leave, and vacation will be transferred with the employee.

### **Paid Holidays**

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

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

Whenever any of the foregoing holidays fall on Sunday, the Monday following shall be observed as the holiday and whenever any of the foregoing holidays fall on Saturday, the previous Friday shall be observed as the holiday.

An employee (eligible under this policy) shall receive the amount equivalent to the employee's normal work day at his/her regular rate of pay for each holiday recognized by this policy on which no work is performed.

When one of the holidays falls during a week when an employee is on paid vacation, he/she shall be paid for the holiday, and the holiday shall not be counted as a vacation day.

Any holiday which falls on a Monday through Friday shall count toward the computation of overtime in the work week unless the holiday falls on an employee's scheduled day off, in which event it shall not count toward computation of overtime.

Eligibility for pay for a holiday not worked shall be as follows:

1. The employee must be in active employment when the holiday occurs, unless on sick leave or other paid leave.
2. The employee must have performed the required work on his/her last scheduled shift prior to the holiday and the first scheduled shift after the holiday. Employees on approved leave or sick leave shall be considered to have performed the required work on the last scheduled shift.

### **Paid Vacations**

Paid annual vacation leave will be granted to all twelve-month full time employees who qualify as follows:

After one calendar year of continuous service, two weeks of vacation with pay. Employees may not use accumulated vacation hours during probationary period, but may begin to request paid vacation after probationary period has been completed. After seven (7) years of continuous service, three weeks of vacation with pay. After fourteen (14) years of continuous service, four weeks of vacation with pay. An employee will be allowed to carry over to the following year vacation days earned during the previous year plus five (5) days. Vacation leave may be taken in one hour blocks or more. Vacation pay will be based on the employee's normal hourly rate and regular work day. Employees may only take the amount of vacation leave that has been accrued; vacation leave will not be advanced to employees.

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

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

### **Sick Leave**

Employees shall be eligible for sick leave provided that they report to their building principal or other appropriate supervisor before their normal starting day, unless in the judgment of the District the circumstances surrounding the absence make such reporting impossible, in which event such report must be made as soon thereafter as possible.

Employees shall accumulate sick leave at the rate of .6154 working days (4.9232 hours based on an eight-hour workday) for each pay period of service. Nine-month and Ten-month employees shall accrue sick leave only during the pay periods that they are employed. Unused sick leave may be accumulated to a total of 130 days of sick leave for 12 month employees and 90 days for 9 and 10 month employees. All accrued sick leave and special sick leave above 130 days for 12 month employees and 90 days for 9 and 10 month employees on July 1, 1996 shall be retained by the employee in a special sick leave account. The days in the special sick leave account may only be used for those illnesses for which the employee first uses all of his/her accumulated sick leave which accumulated sick leave, at the commencement of the absence, totaled at least 90 percent of the maximum allowable accumulation under this Agreement. If the expected return date is at least 12 months away, then, as a further condition to receipt of benefits, the staff member shall make application to the South Dakota Retirement System for disability benefits, and a copy of the application shall be furnished to the Human Resource Office. Upon approval of disability benefits under the South Dakota Retirement System, special sick leave benefits shall cease.

Sick leave may be taken in less than ½ day blocks (one hour minimum) when the

employee becomes ill after being on the job for part of a working day and when it is necessary for the employee to take off for a medical appointment.

If an employee is at the maximum sick leave accumulation at the start of the contract year, the employee will continue to accrue sick leave at the rate specified herein and any sick leave taken during the current contract year will first be deducted from the leave days accumulated in the current contract year. If an employee reaches the maximum allowed accumulation during the current contract year, the employee will continue to accrue sick leave at the rate specified herein, for the balance of the current contract year and any sick leave taken during the balance of the current contract year will first be deducted from the leave days accumulated since the employee reached the maximum. At the end of the current contract year, all accumulated days in excess of the maximum amounts permitted herein, other than the days in the employee's special sick leave account, will be dropped and the employee will start the next contract year at the maximum accumulation.

Each day of paid sick leave shall be equivalent to the employee's normal work day at the employee's applicable wage rate at the start of the absence for which compensation is requested.

If an employee resigns or is discharged from employment, any unused accumulation of sick leave shall be canceled.

An employee who is absent from work because of an occupational disability arising out of and in the course of employment and which is compensable under Worker's Compensation Law shall be paid his/her regular wages for the number of days equal to his/her accumulated sick leave at the beginning of the absence which shall not be charged against such employee's accumulated sick leave. Thereafter, such employee may draw against his/her accumulated sick leave. Worker's Compensation payments received for the days when regular wages are continued or when sick leave payments are made shall be returned to the District.

Upon return from sick leave, each employee shall present a signed Leave Request Form for Classified Personnel indicating the reason for such absence. The Human Resources Director or immediate supervisor may request a physician's statement concerning such absence.

Any employee who willfully violates or misuses this sick leave policy or who misrepresents any statement or condition under said policy, shall forfeit all accumulation of sick leave for a period of one year.

If an employee is still not able to return to work because of illness when his/her accumulated sick leave is exhausted, he/she shall, upon his/her written request, be granted a leave of absence without pay for a period of up to one calendar year. An employee on such leave shall maintain employee benefits accrued prior to the period covered by the leave of absence, but shall receive no compensation nor accrue benefits from the District for the period covered by the leave of

absence. An employee on such leave who desires to return to employment shall give written notice of his/her desire to return, and he/she shall be restored to his/her former position or to one of at least comparable classification not later than 60 days from his/her written request for re-employment. Failure to return from a leave of absence on or before its expiration date shall be considered as a resignation and voluntary quit.

For purposes of this Section, pregnancy which renders the member unable to perform her assigned duties and disability which follows delivery or termination of pregnancy is deemed to be personal illness. Up to six (6) calendar weeks of sick leave, from the date of delivery, will be allowed as a matter of course.

### **Extended Illness Leave**

1. Extended Illness Leave, hereinafter referred to as "EIL" shall be established for Administrative Support Group, FAAS, Clerical, and Educational Assistant personnel who are absent due to their own personal illness or injury following the exhaustion of their accumulated illness, vacation and annual allotment of short term leave. Eligibility for Extended Illness Leave includes completion of employee's probationary period.
2. The Human Resources Director will administer the EIL. The Human Resources Director will be responsible for reviewing, granting, and/or denying requests for EIL. He/She will produce all necessary forms and carry out any and all duties necessary in the administering the EIL.
3. Each staff member who has exhausted all of his or her current and accumulated sick illness leave may petition the Human Resources Director for extended illness leave by completing the designated form and returning in to the Human Resources Office. The maximum number of extended illness leave days provided to any one employee shall be thirty (30) days in one fiscal year; 15 days for maternity leave. Days may or may not be consecutive. More than one request within a fiscal year is possible. Extended illness leave days will be granted at the sole discretion of the Human Resources Director with consultation with the Superintendent, if necessary.
4. The participating staff member shall submit a physician's (or other licensed practitioner's) statement certifying the said employee's inability to perform his or her assigned duties during the period of absence for which the extended illness leave is requested.
5. Decisions of the Human Resources Director will be submitted to the Payroll Office and the participating staff member and the payroll office.
6. Extended illness leave days granted under this policy shall not be deducted from the recipient's future sick illness leave.
7. Decisions of the Human Resources Director will not be subject to the

District's Grievance Procedure.

### **Coordination with The Family and Medical Leave Act**

Interpretations with respect to this leave will be governed by The Family and Medical Leave Act of 1993, Code of Federal Regulations, Title 29, Part 825, dated 6/4/93, as amended and District Policy GCCAC and GCCAC-R. If a provision of this Section is more restrictive than The Family and Medical Leave Act, or in conflict with it, the provisions of said Act shall apply. To be eligible for FMLA leave, an employee must meet the following requirements:

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

### **Illness or Death in the Family and Bereavement**

Each employee shall be granted the privilege of using accrued sick leave to cover absences due to bereavement or due to emergencies of illness or injury in the immediate family. A physician's written statement may be requested at the discretion of the Human Resources Director or immediate supervisor. "Immediate Family" for the purposes of emergencies of illness or injury shall include father, mother, husband, wife, children, brother, sister, grandfather, grandmother and grandchildren of either the employee or his/her spouse. It may also include any other relatives who are permanent members of the employee's immediate household.

Employees, who are parents of the newborn child, will be allowed to use a maximum of five (5) days of family illness leave to care for the employee's spouse and child during the first six (6) weeks after the birth of a baby. Additional days of family illness leave may be granted due to medical complications of the mother and/or baby. Verification by a medical physician will be required.

Employees, other than the parent(s) would be granted family illness leave following the birth of a baby due to medical complications of the mother and/or baby. Verification by a medical physician will be required.

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

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

## Parental Leave

On written application to the Superintendent or department head, a parental leave of absence without pay (except as provided in sick leave definition) without loss of seniority shall be granted to a non-probationary employee for the purpose of childbearing and/or child rearing. An employee who is pregnant shall notify her principal or other appropriate supervisor in writing. Arrangements for leave will be made with the Human Resources Office.

Any such leave of absence shall be for a maximum period of one year after the birth of the child. An employee shall be entitled to take such leave beginning at any time after the commencement of pregnancy, provided, however, except in cases of emergency, such employee shall make written application for such leave to the Superintendent or department head specifying the date such leave is requested to begin at least forty-five (45) calendar days prior to the date on which her leave is requested to begin.

A pregnant employee may continue in active employment as late into her pregnancy as she desires provided she is able to properly perform her required functions and duties. A physician's statement may be required from time to time if questions arise as to whether the duties of the employee create risks to the life or health of the employee or her child.

At the option of the employee and to the extent accumulated, all or any portion of a leave taken by an employee because of personal illness or disability arising out of pregnancy as defined in the Sick Leave policy, may be charged to her available sick leave.

A male employee shall be entitled, upon written request, to a parental leave of absence for the purpose of child rearing to begin at any time between the birth of his child and one year thereafter. Except in cases of emergency, an employee desiring such leave shall make written application for such leave to the Superintendent or department head at least forty-five (45) days prior to the date of which such leave is to begin.

An employee adopting an infant child (i.e., one (1) year of age or less) shall be entitled to a parental leave for the purpose of child rearing (including time necessary to obtain custody of the child) to commence at any time during one year after receiving custody of said infant child. Except in an emergency or where the length of notification of receipt of custody does not permit, an employee desiring such leave shall make a written application to the Superintendent or department head at least forty-five (45) days prior to the date on which such leave is to begin.

An employee who is granted a parental leave of absence shall have the following re-employment rights:

1. If the employee notifies the Superintendent or department head in writing of her/his desire to return to active employment after a leave which has been charged entirely to sick leave as provided herein, said employee shall immediately be reassigned to her/his original position or to a position of like

status and pay without loss of pay provided that in the written notification, such employee shall have indicated her/his intention to charge her/his entire leave to her/his accumulated sick leave. Otherwise, re-employment rights shall be as provided in subparts (2) and (3) hereof.

2. If the employee notifies the Superintendent or department head in writing of his/her desire to return to active employment within ninety (90) days after commencement of a parental leave, and the leave has not been charged entirely to sick leave, said employee shall, within thirty (30) days after the giving of such notice, be reassigned to his/her original position or to a position of like status and pay.
3. If a parental leave extends beyond ninety (90) days, upon giving written notice to the Superintendent or department head, of his/her desire to return to active employment, such employee shall be assigned to the first available vacant position for which he/she is qualified provided that if more than one employee has given such notice, the employee giving the notice at the earliest date shall be assigned to such vacant position. In any event, such employee shall be reassigned to his/her original position or to a position of like status and pay within sixty (60) days after giving such re-employment notice.

Prior to return to employment from a parental leave, the employer may require that the employee's personal physician certify that the employee is both physically and mentally ready to assume her/his regular duties. The employer may request an additional physical examination at its expense by a physician of its own choosing.

It is understood and agreed that no person employed to fill any vacancy created as a result of an employee covered by this agreement taking parental leave shall acquire any rights thereby, contractual or otherwise, which cannot be divested by a return of the employee on leave to work.

## Short Term Leave

Employees may be granted up to five (5) days short-term leave per year upon at least up to five (5) days written notice, which leave may be taken in minimum blocks of one (1) hour. For 9 and 10 month employees, the first two days will be paid at full salary, the third and fourth days at 1/3 deduction of the employee's regular wage, and the fifth day shall be without pay. 12 month employees will receive the first two days at full salary provided that they have exhausted their current year's accrued vacation. The third and fourth day at 1/3 deduction of the employee's regular wage, and the fifth day shall be without pay, provided that they have exhausted their current year's accrued vacation. Such short-term leave shall be limited to a maximum of five (5) working days per contract year, and unused leave may not be accumulated. In extenuating circumstances, employees may request up to five (5) additional days of unpaid short term leave per contract year, upon approval of the immediate supervisor and the Superintendent.

The applicant for leave under this policy need not state the reasons for which the leave is sought. Leave granted under this policy shall be subject to staffing requirements. Requests for short-term leaves of absence shall be made to the building principal or other appropriate supervisor of the employee involved. Denial of such leave under this Section shall not be subject to the grievance procedure.

If a nine (9) month employee chooses not to use any/one day short term leave, the employee may opt to receive a \$50.00 per day stipend (maximum \$100) for each unused day. Subsequent personal leave days may not be taken until the first two (2) free days are taken. Those employees eligible for a \$50.00 per day stipend will be paid following the end of the school year.

### Long Term Leave of Absence Without Pay

Provisions shall be made for leaves of absence for professional or personal reasons. Under this arrangement, an employee shall maintain pay level and employee benefits accrued prior to the period covered by the leave of absence, but shall receive no compensation or continued to accrue benefits from the School District for the period covered by the leave of absence, except as hereinafter stated.

All requests of absence for a full year must be submitted in writing to the Superintendent or his/her designee not later than June 1<sup>st</sup>. The written application must contain a statement setting forth the reason(s) for the leave. Such leave shall be granted only at the beginning of the school year or semester and may not be extended beyond the one (1) school year in which the leave is granted. An employee who has been granted Long Term Leave Without Pay, must notify the Superintendent or his/her designee of their intent to return for the following year by February 1<sup>st</sup>. Lack of such notification shall terminate the employee's right to employment.

The position to which a staff member on Long Term Leave Without Pay may return to the Aberdeen Public Schools shall be determined by the Human Resources Office based upon availability and need. There is no guarantee that an employee returning from a Long Term Leave Without Pay will be assigned to the same position he/she held prior to the leave. Leave may be granted for up to one school year. An employee must have at least three (3) years service in the Aberdeen Public School before attaining eligibility for a Long Term Leave Without Pay.

### Jury Duty/Subpoena Absence

All staff members of the Aberdeen Public Schools who may be called for jury duty or subpoenaed to appear in court (not in connection with matters which are related to business or direct personal activities of the staff member or his or her family) shall be granted leave with pay for the days or parts of days such absence is required. Any payment received or jury duty or the designated subpoena absence during a regular school day shall be deducted from the regular salary. At the employee's option, the payment to the employee for the jury service or pursuant to the subpoena may be turned in to the District Finance

Office in lieu of a deduction, said amount not to exceed the employee's daily rate of pay. Mileage, lodging, food and other similar allowances are not considered part of the payment received.

### Insurance

1. For the 2012-2013 school year, the School Board will contribute the following amounts towards the cost of the monthly health insurance premium of the District's health insurance plan provided the employee is eligible for benefits. The employee must be employed by the District at least twenty (20) hours per week.

	Employee Contribution	Board Contribution
\$2,000 Deductible Plan		
Single	\$0	\$480
Single + 1	\$400	\$560
Family	\$540	\$560
\$1,000 Deductible Plan		
Single	\$80	\$480
Single + 1	\$640	\$480
Family	\$820	\$480
\$2,000 Deductible Plan*		
Single + 1	\$0	\$960
Family	\$0	\$1,100
\$1,000 Deductible Plan*		
Single + 1	\$160	\$960
Family	\$200	\$1,100

**\*Both husband and wife are employed by the District and are eligible for benefits or employees who are members of the ASG group and were hired prior to July 2005.**

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

Premiums for Nine- and Ten-Month Employees: The District will pay the health, life and dental insurance premiums, as defined above, for 9 and 10 month

employees during the summer months provided that they will return to District employment in the fall. If such an employee receives insurance benefits during the summer months and then does not return to District employment for at least 60 working days beginning at the start of school in the fall, the employee shall reimburse the District for the summer insurance payments made by the District. For purposes of this Section, authorized sick leave taken after school starts will be counted as days worked.

### **Military Leave**

Subject to and consistent with SDCL 3-6-19, any employee covered by this agreement who has served his/her probationary period and who is at any time required by proper authority to report for duty or perform duty in any branch of the Armed Forces of the United States shall, if he/she makes written application for reinstatement to the position held before required to report for duty or perform duty in the Armed Services, within ninety days after his/her release from the jurisdiction of the Armed Forces, or within ninety days after a hospitalization continuing after such release for a period of not more than one year, be reinstated in such position, provided that the position still exists, and that such person is capable of discharging the duties of the position and provided further that his/her separation from the Armed Forces must have been other than dishonorable before such employee may avail himself/herself of the reinstatement privileges contained.

It is understood and agreed that no person employed to fill any vacancy created as a result of an employee covered by the agreement previously holding the employment being ordered to report for duty or perform duty in the Armed Forces of the United States shall acquire any rights thereby, contractual or otherwise, which cannot be divested by a reinstatement in the manner provided by SDCL 3-6-19 and 3-6-20.

### **Military Leave for Annual Duty (SDCL 3-6-22)**

An employee who has served his probationary period and who is a duly qualified member of the "Reserve Component of the Armed Forces" who is a member of the Ready Reserve, who is a member of an organized unit, and who, in order to receive military training with the Armed Forces of the United States not to exceed fifteen days in any one calendar year, or who in order to perform active service in the South Dakota National Guard in the service of this or any other state pursuant to SDCL 33-9 or 33-15, leaves a position other than a temporary position in the employ of the District, and who shall give evidence defining the date of departure and to the extent reasonably possible date of return for purposes of military training or active service as provided above prior to the date of departure and who shall further give evidence of the satisfactory completion of such training or duty immediately thereafter, and who is still qualified to perform the duties of such position, shall be entitled to be restored to his previous or a similar position with the District with the same status, pay and seniority, provided also that such seniority shall continue to accrue during such period of absence for military training or duty. Leave under this Section will be without pay.

### **Other Benefits**

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

Professional Leave: The Aberdeen School District attempts to provide training-in-service to staff when such programs become available or needs arise. Staff members may be provided professional leave without salary deduction. Reimbursement will depend upon the nature of the inservice-training program, the costs and budget allotment.

Staff training for Network Administrator and Network Support Specialist will be determined by the needs of the District. In cases when the District allows training at the request of either employee and if either employee should leave District employment within one year of receiving that training, he/she will be required to repay the cost of the training on a prorated basis: 1/12 for each month of the year not worked following training.

Payroll Deductions: The School Board upon proper authorization executed by the individual staff member, shall withhold the following deductions from the employee's salary and pay such amounts directly to the authorized organization:

1. Tax sheltered annuities (403B) and South Dakota Supplemental Retirement (457).
2. Insurance premiums of policies in which the School Board participates. These deductions shall be made on nine (9) or twelve (12) month basis.
3. Aberdeen Area United Way.
4. Insurance available through AFLAC (American Family Life Assurance Company).
5. United States Savings Bonds.
6. Cents for Kids
7. Other deductions which may be required by the laws of South Dakota. Rules to be formulated as the requirements occur.

The administration shall have authority to adopt and employ procedures to implement this policy including but not limited to procedures which will reasonably limit the number of changes a staff member may make and establish deadlines for effecting changes.

Tax Sheltered Annuity: New annuities or changes in existing annuities will be given to the Finance Office for payroll deductions. Each employee will be required to provide the Finance Office with a completed Service Provider

Agreement and Salary Reduction Agreement prior to the initiation of the deduction.

**Retirement:** Employees who are eligible for benefits shall participate, as required by law, in the South Dakota Retirement System. Employees have 6.0% of their salary deducted for state retirement. Additional money for the retirement fund is provided by a matched contribution from the school district.

**Plan for Early Retirement:**

1. The term "employee" as used in this Policy shall mean any member of the Clerical, Educational Assistants, and Finance, Administrative and Auxiliary Staff bargaining unit.
2. The year is defined as being from July 1 to June 30, except for staff members whose birthday falls on or after July 1, but before September 1 of the following contract year.

Any employee who has reached the age of 55 and has not reached the age of 63, both as of June 30 of his/her retirement year, may elect to retire pursuant to this Policy. The early retirement benefit to be paid to such employee shall be in the amount equal to eighty (80) percent of the employee's last budgeted salary, exclusive of any co-curricular salary payments for those employees who have been employed in the Aberdeen School District for not less than thirty (30) years or sixty (60) percent for those employees who have been employed in the Aberdeen School District for not less than twenty (20) years but not more than thirty (30) years. Partial years of service will be counted if employment began prior to January 1.

3. Any employee electing to take early retirement must notify the Superintendent in writing prior to February 1 of the year in which retirement will occur.
4. It is the intention of the District to honor all eligible early retirement applicants. If it is determined that an applicant(s) will not be approved, the Superintendent will communicate in writing to the Negotiating Representatives.
5. Annual retirement benefits shall be paid over six (6) fiscal years.
6. The employee shall, when making application for retirement under this Policy, designate a beneficiary to receive any payments due under this Policy in the event of the death of the retiree.
  - a. Following the death of a present or future retiree, the remaining annual payments shall be made by the District to the designated beneficiary. The payments shall continue on an annual basis over the remaining six (6) year period.
7. All payments under this policy will be subject to all withholdings required by

law.

8. An employee may take early retirement only one time in this district.
9. District retirees shall be eligible to participate in the District's health insurance program to age 65, only if the District's Health Care Benefit Plan so provides.
10. Early retirement is not to be taken before the end of the school year.
11. Staff will not be allowed to retire early and then be hired back at the present position and salary, unless there may be extraordinary circumstances. Some of these circumstances could be, but may not be limited to: ability to find a qualified replacement or special projects.

**Wages**

For the 2012-2013 fiscal years, employees will be paid according to the Classified Job Structure and Salary Schedules.

- A. 2012-2013 Fiscal Year
  1. The Certified Salary Schedule will be increased by 3% Cost of Living adjustment and eligible employees will move one step on the salary schedule.

The Supervisor may make recommendations to the Director of Finance or Director of Human Resources to adjust the starting hourly rates on a case by case basis between the employee's starting date and the end of his/her probationary period to reflect like or past work experience. Credit for such experience shall not exceed five (5) years. An employee's starting hourly rate shall not exceed the wages of currently employees with the same years of experience in the District.

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

**Classified Job Structure  
2012-13**

Grade Level 1

Food Service Worker – Level I

Grade Level 2

Office Assistant – District Library  
Office Assistant – Attendance  
Office Assistant – Clerical  
Educational Assistant – Bilingual  
Educational Assistant – Kindergarten – Elementary  
Educational Assistant – Music  
Educational Assistant – General Instructional  
Library/Media Assistant  
Custodian I

Grade Level 3

Educational Assistant – Computer Lab  
Special Education Assistant – Resource Room  
Special Education Assistant – Speech/Language  
Spanish Language Specialist  
Special Education Care/Opportunity/Strives/Endeavor Assistant  
Educational Assistant – New Beginnings School  
Program to Assist Students (PAS) and Study Hall Monitor  
Special Education Assistant – Pre-School  
Educational Assistant – Computer Writing Lab  
Educational Assistant – Title I  
Educational Assistant – English as a Second Language  
Food Service Worker – Level II  
Special Education Assistant – Job Coach

Grade Level 4

Small Learning Community Advocate (Houseparent)  
Special Education Assistant – Life Skills (Enrich/Achieve)  
Special Education Assistant – One-On-One Support  
Special Education Assistant – Autistic/Pervasive Developmental Disorder

Grade Level 5

Custodian II  
Custodian II – Night Rover  
Custodian II – Laundry  
Head Cook

Grade Level 6

Secretary to Indian Education Coordinator  
Receptionist/Secretary  
Duplication Services Technician  
Custodian II – Warehouse Clerk  
Custodian II – Day Rover  
Reading Tutor

Grade Level 7

Counseling Office Secretary  
Custodian – Truck Driver  
Custodian III

Grade Level 8

Administrative Assistant – Elementary Schools  
Administrative Assistant – Middle Schools  
Administrative Assistant – High School  
Administrative Assistant – Finance, Food Service, and Foundation  
Administrative Assistant – Special Education/Health Office  
Administrative Assistant – Athletics  
Grounds/Maintenance II  
Registrar  
Student Data Specialist

Grade Level 9

Custodian IV  
Grounds/Maintenance III  
Administrative Assistant – Student Services/Grants  
Administrative Assistant – Operations and Food Service  
Administrative Assistant – Human Resources Assistant  
Food Service Manager

Grade Level 10

Executive Secretary to the Superintendent  
Custodian V

Grade Level 12

Accounts Payable Technician

Grade Level 13

Technology Support Specialist  
Payroll Technician

Grade Level 14

Building Maintenance Technician  
Lead Craftsman  
Lead Plumber & Electrical Maintenance  
Warehouse Coordinator

Grade Level 19

District Facilities Foreman

Grade Level 20

Network Support Specialist

Grade Level 22

Network Administrator

**Aberdeen School District 6-1  
Classified Salary Schedule  
2012-13  
3.0% Cost of Living Increase**

<b>Grade Level</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>	<b>STEP 8</b>	<b>STEP 9</b>	<b>STEP 10</b>	<b>STEP 11</b>
1	8.36	8.57	8.78	9.00	9.23	9.46	9.70	9.94	10.19	10.44	10.70
2	8.78	9.00	9.22	9.45	9.69	9.93	10.18	10.43	10.70	10.96	11.24
3	9.22	9.45	9.68	9.93	10.17	10.43	10.69	10.96	11.23	11.51	11.80
4	9.68	9.92	10.17	10.42	10.68	10.95	11.22	11.50	11.79	12.09	12.39
5	10.16	10.42	10.68	10.94	11.22	11.50	11.78	12.08	12.38	12.69	13.01
6	10.67	10.94	11.21	11.49	11.78	12.07	12.37	12.68	13.00	13.33	13.66
7	11.20	11.48	11.77	12.06	12.37	12.68	12.99	13.32	13.65	13.99	14.34
8	11.76	12.06	12.36	12.67	12.98	13.31	13.64	13.98	14.33	14.69	15.06
9	12.35	12.66	12.98	13.30	13.63	13.97	14.32	14.68	15.05	15.43	15.81
10	12.97	13.29	13.63	13.97	14.32	14.67	15.04	15.42	15.80	16.20	16.60
11	13.62	13.96	14.31	14.66	15.03	15.41	15.79	16.19	16.59	17.01	17.43
12	14.30	14.66	15.02	15.40	15.78	16.18	16.58	17.00	17.42	17.86	18.30
13	15.01	15.39	15.77	16.17	16.57	16.99	17.41	17.85	18.29	18.75	19.22
14	15.76	16.16	16.56	16.98	17.40	17.84	18.28	18.74	19.21	19.69	20.18
15	16.55	16.97	17.39	17.82	18.27	18.73	19.20	19.68	20.17	20.67	21.19
16	17.38	17.81	18.26	18.72	19.18	19.66	20.16	20.66	21.18	21.71	22.25
17	18.25	18.71	19.17	19.65	20.14	20.65	21.16	21.69	22.23	22.79	23.36
18	19.16	19.64	20.13	20.63	21.15	21.68	22.22	22.78	23.35	23.93	24.53
19	20.12	20.62	21.14	21.67	22.21	22.76	23.33	23.92	24.51	25.13	25.75
20	21.13	21.65	22.19	22.75	23.32	23.90	24.50	25.11	25.74	26.38	27.04
21	22.18	22.74	23.30	23.89	24.48	25.10	25.72	26.37	27.03	27.70	28.39
22	23.29	23.87	24.47	25.08	25.71	26.35	27.01	27.69	28.38	29.09	29.81