
Bennett County School District

NEPN Code: HQ

Policy Manual

2024-2025 Negotiated Agreement

BETWEEN

BENNETT COUNTY SCHOOL DISTRICT 3-1

AND

BENNETT COUNTY CLASSIFIED EDUCATION ASSOCIATION

ARTICLE 1

RECOGNITION AND DEFINITIONS

1.1 RECOGNITION

Pursuant to the provisions of SDCL 3-18, the School Board of School District #03-1, Bennett County, South Dakota, (hereinafter referred to as the "Employer" or the "Board") recognizes the Bennett County Classified Education Association/SDEA/NEA (hereinafter referred to as the "Association" or the "Union") as the sole and exclusive bargaining representative for all full and part-time classified employees (hereinafter referred to as the "Employee" or "Bargaining Unit Member") exclusive of supervisors.

1.2 DEFINITIONS

A. EMPLOYEE

The term Employee or Bargaining Unit Member when used hereinafter in this agreement shall refer to all Employees (District, Title, Instructional, Office and Special Education aides) represented by the Association.

B. DAYS

The term "days" when used in this agreement, except where otherwise indicated, shall mean working days or pupil attendance days.

C. SUPERINTENDENT

The title Superintendent shall indicate the Superintendent of Schools, CEO or his/her designee.

D. EMPLOYER

The term Employer, Employer Board or Board of Education shall indicate the Board of Education.

E. ASSOCIATION

The term Association or Union shall indicate the sole and exclusive bargaining representative.

ARTICLE 2

FRAMEWORK FOR COLLECTIVE BARGAINING

2.1 BARGAINING NOTIFICATION

The parties shall commence bargaining for a successor agreement on or before May 1 of the current year.

2.2 RELEASED TIME FOR BARGAINING

When negotiations are conducted during regular work hours, released time shall be provided for the Association's negotiating committee members.

2.3 PRINTING OF CONTRACT, COSTS AND DISTRIBUTION

Within thirty (30) days after the Agreement is signed, copies of this Agreement shall be printed at the expense of the Employer. A copy will be presented to the Association. It will be up to the Association to make and distribute copies to members.

2.4 NEGOTIATED AGREEMENT AMENDMENTS

The parties may modify or amend this agreement by mutual consent. Such changes shall be reduced to writing, ratified and signed by the parties and become an amendment to this negotiated agreement and considered a part of this agreement.

2.5—The District will provide to the Association, contact information for all bargaining unit members represented by the Association up to two times when requested by the Association. The information will include data that is not classified as confidential but is considered directory information.

ARTICLE 3

PROBLEM RESOLUTION PROCEDURE

3.1 GRIEVANCE PROCEDURE

The policy and procedure of processing a grievance shall be in accordance with SDCL 3-18-15.3 and other relevant statutes.

In accordance with SDCL 3-18-15.1, the word "grievance" as used herein shall mean a complaint by a public employee or group of public employees based upon an alleged violation, misinterpretation, or inequitable application of any existing agreements, contracts, policies, rules or regulations of the Bennett County School District 3-1, as they apply to the conditions of employment. Negotiations for, or a disagreement over, a non-existing agreement, contract, policy, rule or regulations not a "grievance" and is not subject to this policy statement.

Whenever any employee or group of employees has a grievance, they shall meet on an informal basis with the superintendent within thirty calendar(30) days after the employee(s), through the use of reasonable diligence, should have the knowledge of the occurrence that gave rise to the grievance. The superintendent shall set a meeting date after the appeal has been filed. Within seven calendar (7) days after the meeting, the superintendent shall serve a written disposition of the matter upon the party or parties involved.

Within five calendar (5) days after receipt of the above disposition the employees may, if the grievance remains unresolved, appeal to the Board of Education. The Board shall hold a formal hearing within ten (10) days or at its next regularly scheduled meeting, whichever comes sooner, and serve a written disposition of the matter on the party or parties within ten calendar (10) days after the hearing. The calendar days may be waived upon written agreement by both parties. (6/20)

The employees may, if the grievance remains unresolved after the above hearing, appeal in writing to the South Dakota Division of Labor and Management Relations. Such appeal shall be in writing on forms prescribed by the Division, and the Division shall, in accordance with its rules and regulations conduct a hearing and issue an appropriate order covering the points raised.

If the employees fail to appeal within the time limits established, the grievance shall be considered void. If the employer fails to respond within the time limits, the grievance shall move to the next level. Time limits can be waived only upon a showing of reasonable excuse to the satisfaction of the South Dakota Division of Labor and Manage-

ment. (7-24-06)

The employees shall at their option, have the right to be represented at all steps of the grievance procedure by a representative or employee organization selected or approved by the employees. Where the representatives represent a majority of the employees, they shall present appropriate documentation of such fact.

If a grievance initiates an action in a duly constituted court of law, this procedural policy shall not be available unless directed otherwise by said court.

If the grievance is not resolved in the informal meeting between the employee and the superintendent, and the employee wishes to utilize the other steps set forth and provided herein, the grievance shall be reduced to writing, so that a written record therefore may become a part of the file and become the basis of the hearing herein provided.

**BENNETT COUNTY SCHOOL DISTRICT 3-1
FORMAL GRIEVANCE FORM FOR FACULTY AND STAFF**

CONTACT INFORMATION:

Name (Please Print)

Home Address

Home Phone Number

Department

Office Phone Number

REASON FOR GRIEVANCE:

DETAILS OF GRIEVANCE:

Date(s) the alleged incidents/action(s):

Witness(es) (if any):

Witness one

Witness Two

Who is the grievance against?

Name

Department

Name

Department

DESCRIPTION OF GRIEVANCE: (attach additional information if necessary)

WHAT ACTION HAS BEEN TAKEN?

REQUESTED ACTION TO BE TAKEN?

I, the undersigned, do hereby authorize the designated School officials under policy 3-20.7 to conduct inquiries or investigation procedures as needed with respect to the investigation/resolution of this grievance. I understand that information regarding my grievance may be shared with applicable School officials in order to acquire sufficient information with respect to the investigation as well as any follow-up activities that may be required in relation to the School's response to my grievance. I also authorize the School to use whatever information may be obtained with respect to this grievance in any legal or formal proceedings that _____ may involve the issues contained herein. I affirm that I have read the above grievance and that it is true to the best of my knowledge, information, and belief.

Signature

Date

Designated School Official

Date

(April, 2008)

ARTICLE 4

EMPLOYEE RIGHTS

4.1 RIGHT TO ORGANIZE AND PARTICIPATE

Employees shall have the right to organize, join and assist the Association, to participate in negotiations with the employer through representatives of their own choosing.

4.2 RIGHTS OF CITIZENSHIP

The employee shall be entitled to full rights of citizenship and no religious or political activities of any Bargaining Unit Member or lack thereof shall be grounds for any discipline with respect to the employment of such Bargaining Unit Member. Political rights shall include registering and voting, participating in party organization, discussing political issues publicly, campaigning for candidates, contributing to campaigns of candidates, lobbying, organizing political action groups, and running for and serving in public offices which are not incompatible with his/her current employment. No employee will conduct political activities during work hours.

4.3 EMPLOYER HEARINGS/EMPLOYEES RIGHTS

If an employee is to receive a formal reprimand from an administrator, said employee shall be given reasonable prior notice and be entitled to have a representative of the Association present to advise her/him.

4.4 BREAK PERIOD

Employees shall be permitted to leave the building during any non-paid break period which is greater than or equal to thirty (30) minutes. All employees will sign out in the office to the building administrator.

4.5 RULES AND REGULATIONS

All policies and regulations will be published and readily available to the employees.

4.6 EMPLOYEE NOTIFICATION OF ASSIGNMENTS

An employee shall be given written notice of his/her assignments for the forthcoming year no later than June 1. In the event changes in such assignments are deemed necessary by the district, the employee affected shall be notified promptly in writing.

ARTICLE 5

ASSOCIATION RIGHTS

5.1 ASSOCIATION ANNOUNCEMENTS

Announcements of Association business may be placed on the appropriate bulletin boards

5.2 ASSOCIATION LEAVE

In the event that the Association desires to send representatives to local, state, or national conferences or on other business pertinent to Association affairs, these representatives shall be excused without loss of salary providing the Association reimburses the district for the cost of the salary for these days and written notice for this leave has been submitted to the Superintendent. The maximum number of days each year for this purpose shall be limited to five (5).

5.3 PAYROLL DEDUCTIONS

A. PROCEDURES FOR MEMBERSHIP AUTHORIZATION

Proper authorization for membership payroll deduction shall be the signature of the employee on an authorization form prepared by the Association and submitted to the Superintendent or his/her designee. Such authorization shall remain effective from year to year unless the employee cancels such authorization by notice in writing to the Superintendent and the Association prior to September 1st of any school year, to be effective for such year.

B. PAYMENT TO THE ASSOCIATION

Authorizations submitted to the Superintendent or his/her designee by the 15th of any month shall become effective by the first pay period of the following month. Such payroll deductions shall be equally deducted over the remaining pay periods and remitted to the Association within five (5) working days following each pay period.

5.4 ~~ASSOCIATION USE OF DISTRICT FACILITIES AND EQUIPMENT~~

~~The employer will allow the Association to use District facilities for committee, general or building employee meetings, outside of school attendance hours. Association members will be allowed to store association materials in their rooms or desks in a place not available to students. In addition, the association shall have the right to use equipment, including typewriters, mimeographing or Ditto machines, other duplicating or printing equipment, binding equipment, calculating machines, audio-visual equipment, and computer and word processing equipment as reasonable times when such equipment is not in use. (4/19)~~

5.5 BUSINESS BY ASSOCIATION REPRESENTATIVES ON SCHOOL PROPERTY

Representatives of the Association shall be permitted to transact Association business on school property provided that they make their presence known to the proper official upon entering the building.

5.6 BULLETIN BOARD, MAIL FACILITIES AND MAILBOXES

The Association shall have the right to use the school mail boxes without U.S. postage.

5.7 DISTRICT INTER-SCHOOL MAIL

The Association may use the District's Inter-School Mail services for distribution purposes.

ARTICLE 6

WORK YEAR

6.1 WORK YEAR

The work year will be specified on the signed contract.

6.2 REGULAR OVERTIME

All overtime must be administratively approved.

ARTICLE 7

WORKING CONDITIONS

7.1 ASSISTANCE FOR CONTROL AND DISCIPLINE OF STUDENTS

Bargaining Unit Members may protect themselves, a fellow Bargaining Unit Member, any other non-bargaining unit employee, an administrator, a student or to prevent damage to district property.

7.2 DISPENSING OF MEDICINE

The employer shall indemnify and save harmless from any liability Bargaining Unit Members who administer the above to pupils in direct response to an order from supervisory personnel to do so.

7.3 PROBATIONARY PERIOD

A probationary period of 45 CALENDAR (4/22) days is required for all new classified employees. The purpose of this period is to provide training, intense evaluation and an opportunity to terminate the employee at will. During the probation period there will be no paid leave, benefits or contract. The immediate supervisor will document satisfactory completion of this period. After 45 days, if any salary adjustment is recommended, it will be taken to the Board of Education for their approval and a contract offered. Sick leave, personal leave and vacation leave will be retroactive to the 1ST day of hire. (May, 2009). This language was reinstated on May 2024 at the request of BCCEA.

ARTICLE 8

EMERGENCY SCHOOL CLOSING

8.1 NOTIFICATION PROCEDURE

When an emergency confronts the schools, notifications of the closing of schools will be released for broadcast over local media stations and **the school communication system** as soon as possible.

8.2 SCHOOL CLOSING - LEAVE DAYS

When the schools and school offices are officially closed by the Superintendent, no leave days previously arranged by an employee will be deducted for such emergency days.

8.3 NO WORK, NO PAY

~~In cases of emergency school closings the employee may have the opportunity to make up lost time if the supervisor approved the make-up work. Any lost hours not made up due to school closure will be deducted over June, July and August payrolls. (5/09)~~ **DELETED ON (4/22) AS NO LONGER NEEDED**

8.4 THE WORK WEEK IS DEFINED AS SATURDAY, 12 A.M. THROUGH FRIDAY, 11:59 P.M.

ARTICLE 9

LEAVES

9.1 SICK LEAVE

A. Sick leave allowances are available for all regularly appointed full-time employees of the Bennett County Schools. Sick leave is provided to give both the employee and the District a reasonable amount of protection. The employee should not be expected to return to work before it is wise to do so. On the other hand, the District should be protected from the employee who wishes to return to work before he/she is able to fully function on a competent level physically and/or psychologically.

B. All classified staff hired on contract shall receive on the first day of service a block of sick leave, equal to one day per month for the length of the contract. These days shall represent all the Employee's sick leave for the year.

C. All of the unused days actually earned shall be added at the end of each fiscal year to the employee's sick leave reserve provided that such sick leave reserve shall not exceed a total of fifty-five (55) days.

D. When more than three (3) consecutive days of sick leave are used, a staff member may be requested to provide the Superintendent with a doctor's statement.

E. An employee who is absent due to illness the day before and/or the day following vacations may be requested to present a doctor's certificate verifying incapacity to work to his principal or supervisory officer.

F. The District may, at any time, ask employees to provide a statement from an appropriate health professional to certify that they are psychologically competent and/or physically able to continue or resume their duties as a District Employee.

G. Any employee who willfully violates or misuses this sick leave policy or who misrepresents any statement or condition under said policy may be terminated.

H. Classified staff will receive 10 days of sick leave per year. Those classified staff on a 12 month contract will receive 12 days of sick leave per year. (5/12)

9.1A SICK LEAVE BANK

A. Membership in the bank is voluntary, and each member of the bank must donate a minimum of two (2) days of their annual sick leave to the bank within ten (10) days after the beginning of employment.

B. At the time the bank accumulates 300 days, current members shall be considered to have a vested interest in the bank and providing that bank maintains a 300 day balance, shall no longer be required to make an annual contribution to the bank in order to maintain their membership.

New employees will have access to the sick leave bank upon hire if they contribute two (2) days of annual sick leave within ten (10) days after the start of there employment, completion of the 45 day probationary period and continue to donate 2 days for 5 years. New employees will no longer contribute after 5 years as they will then be considered vested in the sick leave bank. Sick leave which is contributed by new employees shall be maintained in a separate account (Supplemental bank) which shall be used to replenish the sick leave bank. (5/24)

In the event that the supplemental bank falls below a total of 300 days, ALL bank members will be required to contribute one (1) day of annual leave per year until the bank reaches an accumulation total of 300 days.

C. A member will be able to use the following number of days from the sick leave bank:

1. First year of employment through the tenth (10) year of employment a maximum of 25 days cumulative may be used.

2. Eleventh (11) year of employment through the twentieth (20) year of employment a maximum of 30 cumulative may be used.

3. Twenty-first (21) year of employment through the thirtieth (30) year of employment a maximum of 35 cumulative days may be used.

4. Thirty-first (31) year of employment through the fortieth (40) year of employment a maximum of 40 cumulative days may be used.

5. Forty-first (41) year of employment through the fiftieth (50) year of employment a maximum of 45 cumulative days may be used.

D. Preconditions for employees to meet prior to the use of the sick leave bank:

1. The member must have exhausted all his leave resources.—(~~Includes—personal, sick leave, vacation leave—(4/22)~~)

2. Use of the bank will be on a first come, first served basis.

3. A member must have an absence due to an illness or injury of five (5) consecutive days after all leave has been used before a request may be submitted for sick bank days. This is for each and every absence.

4. In case of ongoing illness, rehabilitation, therapy, or injury the BCCEA sick leave bank committee has the right to waive the consecutive day clause.

E. Recommendation for the administration of the sick leave bank will be handled by a committee of three (3) classified staff, appointed by the recognized negotiating organization. Record keeping will be done by the district business office and the recognized negotiating organization shall have the right to periodically examine the records during normal business hours.

F. All requests for the use of the bank must be submitted in writing to the business office and must be supported by a written statement from the employee's personal physician. The business office will forward the request and the records of sick leave used to the committee for a decision.

G. A member withdrawing from the membership in the bank will not be allowed to withdraw his contributed days.

H. Administration of the sick leave bank is subject to the district Board approval or disapproval at the next regular Board meeting. Prior to the Board's decision the advisory committee chairman will present the committee's recommendations to the board.

I. If the sick leave bank is under 100 days at the end of a school term, a member may at the end of the year donate unused sick leave that he would lose to the bank to bring the bank's total pool days to 100 days.

J. In the event the Sick Leave Bank balance of days available goes to zero, members of the bank may each contribute at their discretion any number of days to replenish the bank.

K. If more than 15 days of leave are required for parental leave it shall become sick leave and follow the sick leave policy.

*** (Policy added 4-11)

9.2 PERSONAL LEAVE

~~Two~~ **Three (6/20)** days of paid personal leave will be allowed for circumstances which may require absenteeism. Up to two (2) days Un-used personal leave will be reimbursed at \$75 for a full day and \$50.00 for a ½ day. (4/16) The leave will not be accumulated nor deducted from sick leave and may be used under the following conditions:

~~Staff will be allowed to roll over 1 personal day from the current school year to the next school year.~~

~~*** Accumulation of personal days cannot exceed 3 in any given year. Staff member wishing to roll over 1 personal day from the current school year to the next school year, must notify the Business Office in writing by May 1st of the current school year. IF the Business office is not notified in writing, the employee will be paid for the unused personal days as noted in negotiated agreement above.~~

~~(4/19)~~

1. Staff desiring to use such leave shall submit their request at least two (2) working days in advance of the anticipated absence, except in cases of emergency, for approval by the Superintendent/C.E.O. or designated representative.

~~2. Such leave shall not be used for seeking other employment. (4/17)~~

3. Personal leave for the 1st day of school and during the month on May will be allowed with the following provisions:

- a) At least two weeks notice be given in writing to immediate supervisor;
- b) Up to three classified employees on an given day; (providing subs can be found if needed)
- c) If more requests are made than allowed, it will come down to who put their request in first. (4-11).

4. Personal Leave can only be used for sick leave if all sick leave is used up.

9.3 EMERGENCY LEAVE

1. Each employee shall be granted the privilege of using a maximum of ten (10) days sick leave to cover absences due to emergencies.

~~2. Personal leave may be used at the end of the school year for hours lost due to emergency school closures only after the employee has taken advantage of all opportunities provided to make up the time missed. (5/09) DELETED (4/22) AS NO LONGER NEEDED~~

9.4 JURY SERVICE AND OTHER RELATED APPEARANCES

Employees that serve on jury duty may accept either pay from the school or pay for jury duty. If they accept the pay from the school, they will turn over pay for jury duty to the school. The employee is entitled to receive any expense money paid by the courts (example: travel, meals, motel).

9.5 BEREAVEMENT LEAVE

Each employee may be granted paid bereavement leave upon approval of the Superintendent or her designee.

9.6 FAMILY AND MEDICAL LEAVE

1. An employee who, at the time the leave is effective, has been employed full-time in the District for one-year, shall be allowed up to 12 weeks of unpaid leave for the

following reasons:

- a) birth of a child and first year of child care
- b) adoption or foster placement of a child
- c) illness of the employee, spouse, parent or child.

2. During this unpaid leave, the District will continue to pay premiums of its portion of District-sponsored medical insurance in which the employee was enrolled at the beginning of the leave.

3. Requests for family leave shall be accompanied by the appropriate documentation.

9.7 VACATIONS

- A. Classified staff members who are employed twelve (12) calendar months shall be granted vacations with pay. Employees who have been on the staff for one (1) year will be granted one (1) week of vacation. After the second year of employment, classified staff, employed twelve (12) months per year, will be granted two (2) weeks of vacation per year. After ten (10) years of employment, classified staff, employed twelve (12) months per year will be granted three (3) weeks of vacation per year, thereafter.
- B. All classified personnel. *Who are employed twelve (12) calendar months, (4/17)* who are hired in June, July or August of any year are eligible for one (1) years credit (1 week vacation) during the June following.
- C. All classified staff members who are employed twelve (12) calendar months shall be granted ten (11–(4/22)) paid holidays per year. The holidays will be: New Year's Day, Good, Friday, Memorial Day, **JUNETEETH (4/22)** 4th of July, Labor Day, Thanksgiving, Thanksgiving Friday, Christmas Eve, Christmas Day, Day after Christmas. If the holiday falls on Saturday, the employee will get Friday off; if the holiday falls on Sunday, the employee will get Monday off. (3-14)

9.8 RETIREMENT AND SEVERANCE POLICIES

A. Classified staff members who voluntarily leave the system after five (5) consecutive years shall be granted severance pay. The amount of such severance pay shall be calculated by multiplying the classified staff member's daily salary in effect the last full year of service times his/her accumulated sick leave times a factor based on years of experience. This factor is .45 of five (5) years of experience and increases .01 for each year of service thereafter.

B. Guaranteed Severance Account (3-14)

"When an employee can no longer accumulate sick leave but will lose excess days (when they go over the maximum carry over amount of 55), he/she may place those excess days into a guaranteed severance account. They may accumulate up to 55 days in this account. This account will only be paid as a severance benefit upon meeting the following conditions:

- 1) It will only be effective upon retirement;
- 2) It will only be effective if any employee falls below the maximum of 55 days of accumulated sick leave as outlined in policy 3-23.1 (A);
- 3) Employee can move as many days as they have in the guaranteed severance account to the maximum 55 days for the purpose of calculating severance pay at retirement time in accordance with Policy 3-24.2;

- 4) Days in the "guaranteed severance account" can only be used upon retirement for severance pay – they cannot be used as sick days or for any donation to other members or the sick bank.

**** The policy numbers refer to the Certified Negotiated Agreement, but this policy will work the same way for classified staff as it does for certified staff.

C. Classified Employee's will be part of the SDRS, beginning in school year 2015-2016,. The employee shall receive an employer contribution of 6% of the employee's wage, to be calculated each payroll period and deposited into SDRS. (3-15).

ARTICLE 10

PERSONNEL FILE

10.1 CONDITIONS AND PROCEDURES FOR PLACEMENT OF MATERIALS IN FILE

Only one official file shall be maintained. No evaluative materials shall be placed in the file unless the employee has had an opportunity to read such material. The employee shall acknowledge that he/she has read any materials evaluative in nature by affixing his/her signature on the copy to be filed. However, any material evaluative in nature which has not been reduced in writing within sixty (60) calendar days following the event or occurrence may not be added to the file.

10.2 RIGHT TO RESPOND TO MATERIALS IN FILE

Within thirty (30) days following the date any material is entered into the employee's personnel file, the employee shall have the right to respond and his/her response shall be attached to the file. The immediate supervisor will sign the response acknowledging that he/she read the material. A copy of the response will be provided to the immediate supervisor.

10.3 RIGHT TO EXAMINE FILE

An employee shall have the right to examine his/her personnel file within two working days of request and to have a representative of the union accompany him/her in such review. Each file shall contain a record indicating who has reviewed it, the date reviewed, and the reason for such review.

10.4 RIGHT TO REPRODUCE MATERIALS IN FILE

Upon request, the employer will reproduce one (1) copy of any materials in his/her personnel file.

10.5 RIGHT TO CHALLENGE MATERIALS IN FILE

In the event any materials are determined to be inaccurate by legal and/or problem resolution procedures, such materials will be removed from the employee's file.

ARTICLE 11

EMPLOYEE PROTECTION

11.1 ASSAULT ON EMPLOYEES - PROCEDURES

Any case of assault upon an employee shall be reported to the Superintendent or designee and assistance will be provided to the employee in handling the incident.

11.2 INSURANCE - LIABILITY

The Board will carry liability insurance on all employees. **The District agrees to do everything reasonably necessary to create and maintain safe, healthful and sanitary working conditions. (5/24)**

11.3. EDUCATOR SAFETY PROTECTIONS from STUDENT BEHAVIORS

District will follow Worker's Compensation Requirements

Replacement of Personal Property Due to Students Destruction—In the event a student(s) damage or destroys the personal property of an educator while at school on school district property or on a school sponsored activity, the district shall reimburse the educator per incident at the cost of the replacement or repair.

ARTICLE 12

COMPENSATION AND RELATED PROVISIONS

12.1 INOCULATIONS

Flu and other contagious disease inoculations for employees may be provided by the Board. Staff participation shall be voluntary.

12.2 COMPLAINTS

Any complaints regarding an employee which may have an effect on the employee's evaluation or continued employment, are made to the administration by any parent, student, or other person, shall be in writing and a copy shall be promptly furnished to the employee. Said employee shall have the right to answer in writing and the answer shall be reviewed by the Administrator and attached to the complaint. Comments by the reviewing Administrator shall be signed and also attached to the complaint. This will be in conjunction with the complaint procedure for all employees.

12.3 PAY DAYS - SCHOOL NOT IN SESSION

If a regular pay date falls on a day when the schools are not in session - with students, then the employee shall receive pay on the last workday preceding pay date. ~~During the shutdown period of any employee, the checks shall be mailed to the designated address of any employee. A formal request must be made during the first week of the school year to the business manager for this service. (4/17)~~

12.4 PAYROLL INSTALLMENTS

Each employee shall be paid on the basis of twelve (12) monthly paychecks and will be paid on the 20th of the month.

12.5 SCHOOL YEAR-WAGE SCALE

A. The wage scale shall be as set forth in Appendix A which is attached to and incorporated in this agreement.

ARTICLE 13

FRINGE BENEFITS

13.1 MEDICAL INSURANCE

A. The Board will pay ~~\$655~~ **\$772 (5/24)** per month towards health insurance ~~(4/19)~~ **(4/22)**. If the certified staff settles for an increase in single health insurance benefits beyond this, the classified staff will also receive this increase. ~~If an employee can show that he/she has major medical coverage other than that offered by the district, then the district will pay that employee \$3,060 per year. This amount will be paid out monthly, starting in September and ending in August. The monthly amount will be \$255.~~ (3-14) Stipend will end and not be available to new staff starting with the 2017-2018 year. Anyone currently taking the stipend will continue to receive that as a benefit. Should anyone currently taking the stipend need or want to take the school insurance, the stipend amount (\$3060.00 will go away –can't have both the stipend and the school insurance benefit!) Employees will not receive any compensation over and above the cost of insurance. (4/17)

13.2 LIFE INSURANCE

The district shall provide each full-time employee with life insurance as a portion of the fringe benefit package. ~~The amount of life insurance provided will be that specified in the medical insurance package. The school will pay for the life insurance included in the health insurance policy, if the employee takes the cash settlement rather than the \$595 per month.~~ (3/15) (4/17)

13.3 MILEAGE ALLOWANCE

Employees who have proper authorization and are required to utilize their own vehicle in the performance of district duties or to transport themselves or district equipment to work sites other than their initially scheduled, regularly assigned work sites shall receive reimbursement as set by the Board for miles driven from the permanently assigned work site(s).

13.4 TRAVEL TIME

If a classified employee is required to attend any training they will be compensated for the travel time from the time they leave until the time they return (excluding overnight stays).

ARTICLE 14

EFFECT OF AGREEMENT

14.1 COMPLETE UNDERSTANDING

The terms and conditions set forth in this agreement represent the full and complete understanding and commitment between the parties. Both parties agree that the provisions of this agreement shall not be applied in a manner which is arbitrary, capricious or discriminatory.

14.2 CONTRACTUAL AMENDMENTS

This agreement shall constitute a binding obligation of both the employer and the association and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in written and signed amendment to this agreement.

14.3 CONTRACT VS BOARD POLICY

This agreement shall supersede and have precedence over any rules, regulations, or practices of the employer which shall be contrary to or inconsistent with its terms. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the employer.

14.4 SAVINGS CLAUSE

If any provision of this agreement or any application of this agreement to any bargaining unit member or employee or group of bargaining unit members or employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall be continued in full force and effect.

- A. Until all appeals are exhausted with respect to the legality, validity or enforceability of such provision, the provision shall remain in full force and effect. After all appeals are exhausted, the court ruled language will prevail.
- B. The parties shall re-negotiate the terms and conditions affected at the time negotiations for the new contract are opened.

APPENDIX B

PAYROLL DEDUCTION AUTHORIZATION

NAME _____
Last First Middle Initial

Number and Street

City

State

Zip

I hereby authorize the business office of the Bennett County School District to deduct monies as certified by the Bennett County Classified Education Association from my annual contract salary and to remit the monthly deduction of the monies to the association. The deduction shall be made in the same number of equal consecutive installments as I have elected for payment of contract salary.

This authorization shall be continuous from year to year unless revoked in writing with the business office, with a copy to the association, prior to September 1, or my employment terminates. Money will be certified annually by the BCCEA.

In the event that I leave the employment of the district prior to full payment of the authorized amount, any unpaid balance shall be deducted from the final check.

Date _____

Signed _____

School _____

Non Discrimination Policy

Bennett County School District does not unlawfully discriminate on the basis of race, color, religion, national origin, sex, age or disabilities or in its educational programs or activities.

Bennett County School District shall not discriminate against any married or pregnant student or be excluded from any program or activity, including any class or any extra-curricular activity. Married or pregnant students may volunteer to participate in a separate educational program offered by the school; the instructional portion of the program must be equivalent to that offered to all other students.

A physician's certification of fitness to continue in the regular education program may be required of pregnant students only if such certification is required of other students with conditions requiring a physician's care. Pregnancy must be treated as a justification for a student's leave of absence for whatever time period the student's physician finds medically necessary.

Title IX of the 1972 Education Amendments prohibits discrimination on the basis of sex. It requires that: No person . . . shall, on the basis of sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal Financial assistance. . . .

Step 1. The Title IX coordinator shall be responsible for explaining the entire grievance procedure to the complainant. The Title IX coordinator for the Bennett County School District 3-1 is the Bennett County High School

Principal, P.O. Box 580, Martin, SD 57551, (605)685-6330.

Step II. The aggrieved person may file a written complaint containing information about the alleged discrimination on the basis of sex, the time that it occurred, the person apparently responsible for the discrimination, and whether or not it is a continuing form of discrimination. This written complaint shall be filed within thirty (30) calendar days of a specific incident of discrimination on the basis of sex. The complaint shall be filed with the Title IX coordinator for the Bennett County School District.

Step III. The Title IX coordinator shall attempt to conciliate the complaint with the immediate supervisor or other person apparently responsible for discrimination on the basis of sex. This shall be concluded within thirty (30) days of the filing of the complaint. The Title IX Coordinator shall keep a written record of investigations, attempts at conciliation, and final disposition.

Step IV. If the complaint has not been resolved at Step III, the aggrieved person may request a decision by the Superintendent.

Step V. If the attempt to conciliate has failed or the aggrieved person is not satisfied with the decision at Step IV, the aggrieved person may ask for a hearing with the Board of Education for a final disposition of the complaint.

Section 504 Student and Parent Rights in Identification, Evaluation and Placement

The following is a description of student and parent rights granted by federal law. The intent of the law is to keep you fully informed concerning decisions about your child and to inform you of your rights if you disagree with any of these decisions.

YOU HAVE THE RIGHT TO:

1. Have your child take part in, and receive benefits from public education programs without discrimination based on a disability.
2. Have the school district advise you as to your rights under federal law.
3. Receive written notice with respect to identification, evaluation, or placement of your child.
4. Have your child receive a free appropriate public education. This includes the right to be educated with other students without disabilities to the maximum extent appropriate. It also includes the right to have the school district make reasonable accommodations to allow your child an equal opportunity to participate in school and school-related activities.
5. Have your child receive accommodations under Section 504 of the Rehabilitation Act.
6. Have your child educated in facilities and receive services comparable to those provided students without disabilities.
7. Have evaluation, educational, and placement decisions made based upon a variety of information sources, and by individuals who know your child, the evaluation date, and placement options.

8. Have transportation provided to a school placement setting at no greater cost to you than would be incurred if the student were placed in a program operated by the school district.
9. Give your child an equal opportunity to participate in non-academic and extra-curricular activities offered by the school district.
10. Examine all relevant records relating to decisions regarding your child's identification, evaluation, educational program and placement.
11. Obtain copies of educational records at a reasonable cost if the fee would effectively deny you access to the records.
12. Receive a response from the school district to reasonable requests for explanations interpretations of your child's records.
13. Request amendment of your child's educational records if there is reasonable cause to believe that they are accurate, misleading or otherwise in violation of the privacy rights of your child. If the school district refuses this request, it shall notify you within a reasonable time, and advise you of the right to a hearing.
14. Request mediation or an impartial due process hearing related to decisions related to decisions regarding your child's identification, evaluation, educational program, or placement. You and your child may take part in the hearing and have an attorney represent you.
15. Ask for payment of reasonable attorney fees if you are successful on your claim.
16. File a local grievance or complaint to the Office for Civil Rights in Denver, Colorado.
The person at the Bennett County Schools who is responsible for Section 504 Compliance is
The school building principals.

NON-DISCRIMINATION COMPLAINT FORM

Complainant _____

Home Address _____

Work Address _____

Home Phone _____ Work Phone _____

Date of alleged incident(s) _____

Did the incident(s) involve: (check all that apply)

☐ Age harassment

☐ Sexual harassment

☐ Racial harassment

___ Discrimination because of national origin

___ Gender discrimination

___ Discrimination because of disability

Name of person you believed harassed/discriminated you or another person: _____

If the alleged harassment/discrimination was toward another person, identify that person: _____

Describe the incident as clearly as possible, including such things as what force, if any, was used, and verbal statements (i.e. threats, requests, demands, etc), what, if any, physical contact was involved. Attach additional pages as necessary. _____

When and where did the incident(s) occur? _____

List any witnesses who were present _____

I hereby certify that the information I have provided in this complaint is true, correct, and complete to the best of my knowledge.

Complainant's Signature

Date

Received by

Date

APPENDIX A

2024-2025 SALARY FOR CLASSIFIED STAFF

A. Beginning salary for each new employee will be established by the Board of Education. The minimum beginning salary for a full-time employee will be ~~\$12.00 per hour (4/19)~~ **\$15.00 PER HOUR (4/22)** Minimum salary for a part-time or temporary employee will be ~~\$9.30 per hour (6/20)~~ **Yearly South Dakota Minimum Wage Requirement (3/21)**

B. ~~Additional compensation for bus drivers will be:~~

Bus with CDL license	Basic Pay
80 miles or over	Extended pay of \$2.00 per day (4/1

C. See attached addendum for salary, insurance and other agreements for the 2024-2025 school year.

**BUS DRIVER SALARY SCALE
2024-2025**

Substitute Drivers

Non-CDL \$26.00 per day (3-14)

CDL (BUS) \$46.00 per day –East Housing
 \$23.00 per trip
Tuthill/Batesland/Hisle/Allen- \$25.00 per trip

Regular - Non-CDL

Suburban \$26.00 per day (3-14)

CDL (BUS) \$48.00 per day
~~\$24.00~~ **\$25.50 per trip –East Housing
Tuthill/Batesland/Hisle/Allen-~~\$52.00~~ **\$55.00**
~~per day (4/17) ===~~ **\$27.50 PERDAY/PER TRIP**
****ADDED \$1.50 PER DAY/PER TRIP (4/22) (4/23) (5/24) FOR ROUTE DRIVERS AND ROUTE BUS RIDERS**

Bus Driver for Activities: (3-15)

- 1) Driving Time for vehicle requiring CDL \$18 per hour. (4/18)
- 2) Sitting Time during activities. ~~\$9.00~~ ~~\$9.30 per hour (6/20)~~ **South Dakota Minimum Wage Requirement (3/21)**
- 3) Driving Fee for non CDL vehicles: .20 cents per mile. (4/18)

ARTICLE 16

DURATION

16.1 DURATION

This agreement shall be effective on the first employee work day of the **2024-2025** school term, or the date on which full agreement was reached subject to final ratification by both parties, whichever shall last occur, and shall continue in effect until 11:59 p.m., on the day preceding the first employee work day of the **2024-2025** school term. If a successor agreement has not been reached before this date, then the current contract will remain in full effect until a new agreement has been ratified or imposed pursuant to law.

EDUCATION ASSOCIATION

BY 

President

BOARD OF EDUCATION

By 

President

BY Lawrence Hicks
Secretary

By Leeleia Moffett
Vice-President

5/20/24
Date

THE FOLLOWING IS A ONE-TIME ADJUSTMENT ISSUE:

AN ADDITIONAL \$750.00 EACH FOR E-RATE RESPONSIBILITIES:

JANELLE HAYNES

LINNAE SLATTERY

(this was added in the spring of 2010 and went into effect with the 2010-2011 school year.)

BCCEA Negotiated Agreement 2024-2025 School Year

This agreement is not in force unless agreed to by BCCEA and the Board of Education

1. 6.0% wage increase to current hourly wage with a minimum wage increase of \$1.00
2. Regular CDL (BUS) Route add \$1.50 per day/per trip
3. The District contribution to health insurance will be \$772 for the 2024-2025 school year.
4. Board is planning to offer a retention bonus for those staff that return for the 2024-2025 school year— \$2500 paid in August 2024—
5. 2.5:---UPDATED LANGUAGE---The District shall provide to the Association contact information for all the bargaining unit members represented by the Association up to two times when requested by the Association. The information will include data that is not classified as confidential but is considered directory information.
6. 5.2---NOT AGREED TO as that would cause a distinct hardship to the district as filling the position would be very challenging.
7. 7.3---AGREED---Request a reinstatement of previous language
8. 9.1 B---Language was updated---At the time the bank accumulates 300 days, current members shall be considered to have a vested interest in the bank and providing that bank maintains a 300 day balance, shall no longer be required to make an annual contribution to the bank in order to maintain their membership.

New employees will have access to the sick leave bank upon hire if they contribute two (2) days of annual sick leave within ten (10) days after the start of there employment, completion of the 45 day probationary period and continue to donate 2 days for 5 years. New employees will no longer contribute after 5 years as they will then be considered vested in the sick leave bank.

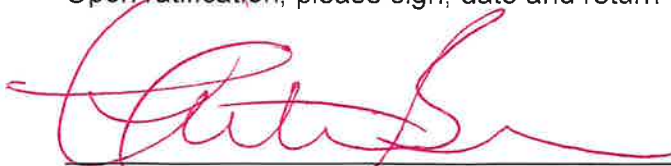
Sick leave which is contributed by new employees shall be maintained in a separate account (Supplemental bank) which shall be used to replenish the sick leave bank. (5/24)

In the event that the supplemental bank falls below a total of 300 days, ALL bank members will be required to contribute one (1) day of annual leave per year until the bank reaches an accumulation total of 300 days.

9. 9.4–Jury Service–Updated Language–**Any Member of the Bargaining Unit who is called to serve on jury duty, subpoenaed, or to testify in court will be granted release time and will be reimbursed under the following conditions: full pay will be given to the Member of the Bargaining Unit when all reimbursements received for such court and jury duty, except that granted for mileage, room and other expenses which are not a part of the daily wage that has been assigned to the school. This assignment shall be necessary only for those days the Member of the Bargaining would be absent from work. (5/24)**
10. 9.8–NOT AGREED TO as this item is consistent across both the BCEA and BCCEA agreements and does reward all employees with good attendance over their working years.
11. 11.2 NOT AGREED TO–Updated Language—Topic: Hazardous Conditions in Schools–**The District agrees to do everything reasonably necessary to create and maintain safe, healthful and sanitary working conditions in the schools.**
12. 11.3–NOT AGREED TO–Updated Language–Educator Safety Protections from Student Behaviors–**District will follow Worker’s Compensation requirements**
13. Updated Language–Language Replacement of Personal Property Due to Student Destruction–**In the event a student(s) damage or destroys the personal property of an educator while at school on school district property or on a school sponsored activity, the district shall reimburse the educator per incident at the cost of the replacement or repair**
14. SDCL 22-18-5 already allows this so no need for the language

This is the tentative agreement between the BCSD Board of Education and BCCEA. The Board of Education requests that you ratify this agreement in a timely manner.

Upon ratification, please sign, date and return to Ms. Halverson at the BCSD Business Office.



Anita Becker, BCCEA

5/20/24

Date

Board of Education Agreement with BCEA for the 2024-2025 School Year

This tentative agreement is not in force unless agreed to by BCEA and the BCSD Board of Education

1. Salary--\$3000 increase on certified staff current salary (5/24)
 - a. Hiring guide will be adjusted by \$2475 as a result of the salary increase
2. Board contribution to insurance benefit will be \$772 (5/24)
3. One time Bonus of \$2500 for staff that return for the 2024-2025 school year--Paid in August 2024 (5/24)
4. Supplemental Salary Schedule--(5/24)
 - a. Add Hand Games at \$1750
 - b. Dance Club Sponsor at \$3000
 - c. MS Coaches will receive 2 additional steps if they qualify --\$80 per step as currently noted on the agreement
5. 3-23.2--Sick Leave Bank--new language for Paragraph B on Page 16--At the time the bank accumulates 300 days, current members shall be considered to have a vested interest in the bank and providing that bank maintains a 300 day balance, shall no longer be required to make an annual contribution to the bank in order to maintain their membership.

New employees will have access to the sick leave bank upon hire if they contribute two (2) days of annual sick leave within ten (10) days after the start of the current school year and continue to donate 2 days for 5 years. New employees will no longer contribute after 5 years as they will then be considered vested in the sick leave bank. Sick leave which is contributed by new employees shall be maintained in a separate account (Supplemental bank) which shall be used to replenish the sick leave bank.

In the event that the supplemental bank falls below a total of 300 days, ALL bank members will be required to contribute one (1) day of annual leave per year until the bank reaches an accumulation total of 300 days.

6. 3-23.5 Leave for Jury Duty--Updated Language agreed to --Any Member of the Bargaining Unit who is called to serve on jury duty, subpoenaed, or to testify in court will be granted release time and will be reimbursed under the following conditions: full pay will be given to the Member of the Bargaining Unit when all reimbursements received for such court and jury duty, except that granted for mileage, room and other expenses which are not a part of the daily wage that has been assigned to the school. This assignment shall be necessary only for those days the Member of the Bargaining would be absent from work. (5/24)
7. 3-23.3--Agreed to the requested change--A. Voluntary Transfers and Assignments
~~Employees shall be notified, by posting of a notice on the bulletin board in the business office, of vacancies within the school system as they occur so the employees may have the option of applying for the vacancy.~~ Employees shall be notified of vacancies within the school system as soon as they occur by posting on

DDN. so employees may have the option of applying for the vacancy. (5/24) In the determination of request for transfer or assignment, the matter of instructional requirements, the best interest of the school system, and the convenience and wishes of the individual teacher shall be considered.

Upon request, teachers shall be notified in writing of the disposition of their requests for transfer including the reasons for disposition.

8. Updated language on Page 12 for assignment after June 1 to start of new school year.
 - a. **The board will pay ~~\$14.00~~~~\$17.00/hour (3/2018)~~ \$20.00 (6/20) for work approved by the board of education or the school administration outside the working hours of certified staff. Reimbursable hours will be established by the administration. Included in "work" may be but not limited to the following: Curriculum revision, policy update/revision, assigned detention to certified staff after duty hours, IEP's, tutoring, Friday School (staff would not be paid while a stipend is offered through a national, state or other organization.) curriculum/course development when a voluntary or involuntary transfer occurs after June 1 up to the start of the school year. This does not include concerts, showcases, Family Fun Nights etc. Any of the approved activities above or by building administrator approval (over 30 minutes) after 4:30 --to receive compensation, staff must submit a voucher signed by the building principal and the Federal Programs Director if applicable (4/7/08)(4/2022) (5/24)

9. 3-24.3 Assignment and Transfers—Agreed to change in red

****B. Involuntary Transfers and Assignments**

Each employee of the Board of Education shall be assigned to a specific position at the direction of the superintendent of schools and may be transferred to any other position for which they are qualified.

Transfers may be at the initiative of the superintendent or other administrative officers for any purpose, which, in the judgment of the superintendent is in the welfare of the employee or the schools. An administrative transfer or reassignment shall be made only after a conference between the teacher involved, the superintendent, and the teacher's immediate supervisor. Before an involuntary transfer or reassignment can be made, the staff member will be given written reasons for the changes a minimum of ten (10) days prior to the conference. (4/7/08)

No teacher shall be transferred involuntarily from one position to another without a rational basis. A

contract will be given to the teacher for the new position being offered. If the teacher does not accept the new position, the amount submitted as liquidated damages will be assessed. (5/24)

10. 3-24.5—Termination of Contract—Liquidation Policy—language change

** Should a waiver be requested, the request should be in writing and submitted to the Board with the

letter of resignation and appropriate amount of liquidated damages. If the Board approves a waiver, the amount submitted as liquidated damages will be returned to the employee. (7/07) If not approved, liquidated damages will be paid by the employee. (5/24)

Other items discussed and the summary of such will be attached to the signed agreement and updated negotiated agreement for the 2024-2025 school year.

This is a tentative agreement between the BCSD Board of Education and BCEA. The Board of Education requests that you ratify the agreement in a timely manner.


Upon ratification, please sign, date and return to Mrs. Halverson at the BCSD Business Office.



Carol Risse, BCEA Head Negotiator

5-17-24

Date


Board President

5-22-24