

# EDUCATIONAL SUPPORT STAFF AGREEMENT

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## **1. NEGOTIATION POLICY**

### **A. RECOGNITION/REPRESENTATION**

The School Board shall comply with statutes for negotiation included in SDCL 3-18. Any employee organization recognized for negotiations shall comply with the same statutes.

In accordance with SDCL the Mobridge-Pollock Education Association is presently recognized as the exclusive representative in negotiations for all-full and part-time Support Staff employees of the Mobridge-Pollock School District #62-6 excluding administrators. All new salaries, exclusive of administrative salaries, will be negotiated with the MPEA. 1991, 1992, 1994, 1997, 2005

The presently recognized representative may be challenged in accordance with SDCL 3-18-5.

### **B. PRE-NEGOTIATIONS**

The Board and Association shall agree on a date to exchange a list of proposals they believe need to be negotiated. 1992

### **C. GROUND RULES FOR NEGOTIATIONS**

1. The Board and Association shall agree on a date to exchange proposals. New proposals may be added only by mutual consent of both parties. It is the intent of this ground rule for both parties to offer complete packages at the agreed upon date.

2. Meeting dates shall be by mutual agreement and shall be established prior to the conclusion of each meeting.

3. Tentative agreements shall be dated and initiated by representatives of the Association and Board.

4. The Board and Association agree to cooperate in collecting and sharing such information as is requested.

5. When a tentative agreement has been reached, both parties will commit themselves to securing ratification. 1981

6. When an agreement is reached, it shall then be made in writing and submitted for consideration to the Board and the Association.

7. The Board and the Association shall issue press releases by mutual consent while negotiations between the two parties are in progress or the Board and the Association shall not release any information to the press until there is a final settlement or impasse is declared. (1998)

## **D. NEGOTIATED CHANGES**

Negotiated policies may only be changed by the negotiation process. 1982

## **II. MOBRIDGE-POLLOCK EDUCATION ASSOCIATION**

### **A. MPEA Dues Payroll Deduction**

The Board of Education shall issue to MPEA the payroll deduction withheld for dues in the month they were withheld. 1991

### **B. Association Leave**

The school board will grant a total of seven individual workdays for association business and the MPEA will reimburse the school district for substitute pay for those days. The President of the Association shall make a request in writing for such leave. This request, addressed to the Superintendent, will be submitted at least five days prior to the employee's absence. 1979, 1988

## **III. POLICIES RELATING TO SALARIES**

### **A. PAY PERIODS**

There will be two pay periods each month for hourly employees, on or before the 5th working day after each pay period. Time tickets will run through the 15th and last day of each month. They must be turned into the business office by noon the next working day after the pay period ends to receive payment on time. (1992)(1993)(2012)

### **B. CALL TIME**

Any ESP employee called to return to work outside of the employee's regularly scheduled workday shall be paid a minimum of one hour at the appropriate rate.

### **C. Paid Holidays for ESP**

All twelve-month ESP employees shall not work on holidays. Legal holidays for twelve-month employees will include:

- |                   |                     |
|-------------------|---------------------|
| 1. New Years Day  | 4. Labor Day        |
| 2. Memorial Day   | 5. Thanksgiving Day |
| 3. Fourth of July | 6. Christmas Day    |

Twelve-month ESP employees will be given one (1) additional paid vacation day to be used during the Christmas break period. (2021)

All other holidays will be considered paid holidays if they are holidays on adopted school year calendar, with the exception of non-traditional holidays. i.e. athletic events

Twelve month ESP employees shall receive a paid holiday only if the school holiday is also declared as a state and/or federal holiday. i.e. SDCL 1-5-1. (1994)

A. If a holiday falls during an employee's vacation period it shall be considered a paid holiday rather than a vacation.

B. If a holiday occurs on Saturday, the preceding Friday shall be designated a holiday. If a holiday occurs on a Sunday, the following Monday shall be designated as a holiday. This provision applies only when the state recognizes the Friday or Monday holiday. Regular full time employees shall be compensated as follows:

1. All regular full-time employees will observe Friday and Monday as a holiday, receiving eight hours straight-time pay compensated as "Unworked Holiday Pay", except,

2. Those employees performing regular scheduled shifts and those employees being called "back to work" due to emergencies, on recognized holidays shall receive compensation as listed in item "A" above.

C. All full-time regular employees shall receive compensation at their regular straight-time rate as "Unworked Holiday Pay". 1991

D. Those employees performing scheduled shifts on a recognized holiday shall receive both unworked holiday pay and compensation at the rate of time and one half for on duty time. (2002)

E. If school is called due to snow, ESP employees would receive one day built into the calendar as a paid day. (1998)(1999) In the event that there is another snow day, all hourly employees who do not report to work will be paid 50% of their average daily wage. If said snow days are made up, the employees will report to their duties and will receive 50% of an average daily wage for days worked. Custodians who work on declared paid snow days, will gain a ½ day of additional vacation for the year. (2019)

#### **D. Nine or Ten-Month ESP Employee Calendar**

Employees required to work during a declared school holiday will be reimbursed at two times their straight-time pay. (1999)

Support staff employees shall receive Thanksgiving, Christmas, and New Year's Day as paid holidays. (1998)(2006)

Nine or Ten-Month ESP staff will be given an additional three (3) days of paid leave during the Christmas break pay period. (2021)

#### **E. Non-certified Staff Experience Salary Schedule Placement**

Employees may be placed on the salary schedule at a step other than zero, provided the employee provides proof of educational training or related work experience. New employees will be placed on a step commensurate with relevant experience and training as determined by the Superintendent. 1991

Experience outside the school district will be used only when necessary to hire qualified people. 1992

ESP employees working two or more job description areas will be paid according to the job description rate for each task. Employees previously hired (June 30, 1993) will be grandfathered. 1993

#### **F. Certification**

The Mobridge-Pollock School District will pay the cost of one attempt on any exam that may be considered necessary by the school district for employment of an individual in meeting certification. Examples of these exams may be para pro exams, CDL, and medical training. (2018)

#### **G. Extra Hours**

Support staff employees may pick up extra hours assisting with homework help rooms, grading papers, etc. (2006) The building Principal must approve all hours worked in advance. (2008)

### **IV. BENEFITS**

#### **A. Employee Health and Welfare Benefit Account**

1. The school district shall cover, per one FTE, the single health premium for the \$2,500 deductible plan. (2007) (2018) (2021) This contribution shall be made on behalf of each eligible employee to the Association's Health and Welfare Benefit Account (hereinafter referred to as the Account.)

a. The Mobridge-Pollock School Board shall determine the Employee Health and Welfare Benefit Program (hereinafter referred to as the Program) to be provided by or through the Account to employees and their dependents. The School Board will appoint a committee that will work collaboratively with MPEA. The committee will be made up of 2 School Board Members, 3 MPEA Members, and the Superintendent.(2013)

b. The Employer shall make a payment of the total of the contribution specified to the Administrator of the Account, designated by the Association, no later than the last day prior to the beginning of the month for which coverage for employees under the Program is to be in effect. These monthly payments shall

continue for the duration of this agreement between the School board and the Association.

c. Employees of the district shall apply their Health and Welfare Account dollars to the Group Insurance Plan. If the employee selects a plan at a lower cost than the negotiated benefit dollars, (i.e. - single plan) the remaining dollars shall go into other selected benefits. Effective May 1, 1993 renewable date of our current insurance contract; effective July 1, 1992 for new employees. (1992)

d. For those employees who opt out of receiving the negotiated dollar amount to go towards the Association's Health and Welfare Benefit Account, the district will contribute \$200.00 per month (\$2,400 per year) per one FTE to the employee. (2013)(2016)(2017)(2018)

e. An employee that elects to drop employee health coverage shall do so via a written notice to the school district business manager. (1997)

f. The district will offer all FTE (full-time equivalent) employees a single coverage eye and dental insurance plan. (2006) Retiring ESP over the age of 55 that have been with the District five years or longer may stay on Vision and Dental Insurance if they pay their own premiums. (2009)(2012)

g. The school district will contribute \$1000 initial investment towards any full time employee who participates in the High Deductible Health Plan, H S A. This initial investment plan will be capped at \$5,000 for the school district. If we have more than 5 employees who choose this program, the initial investment will be prorated from the \$5,000 total with the initial investment never being less than \$750. The school district will continue to contribute the difference between the negotiated agreement that the district pays on one FTE each month and the high deductible plan. (2018)(2019)

2. Upon written notification from the employee the Employer shall deduct from the monthly paychecks of employees an amount designated by the employee for the employee contributions to the Account and shall forward the total of the amounts deducted to the Account Administrator at the same time as the payment required under subsection 1b above.

3. The Employer shall continue to provide the necessary employee information to be designated Administrator for the purpose of enrolling and maintaining employees in the Employee Health and Welfare Benefit program coverage and shall continue to provide the other necessary administrative functions currently performed.

4. The contributions made by the Employer to the Account on behalf of each employee shall begin employment.

a. Employees who fulfill the terms of their employment contract for the full school year shall be considered employed under the terms of this Article

through September 30 of the year in which their employment terminates. Since benefits commence on October 1 they will terminate on September 30.

b. Employees who resign during the school year shall be considered employed under the terms of this agreement through the day in which their resignation becomes effective.

c. Should an employee become disabled during the time school is not in session (June, July, and August) benefits will commence the first day of school and continue through the day which his/her accumulated sick leave, sick leave bank, and personal leave are exhausted. Newly employed staff will not receive these benefits until they have completed one day of work.

5. If the Insurance provider does not provide open enrollment to all employees of the district, those ineligible must reapply annually no later than October 1 and must provide proof of denial/acceptance to be allowed to apply their benefit dollars to other selected benefits until they are accepted into the Group Health Plan. 1988, 1992 1993

## **B. Minimum Hours for Benefits**

Those ESP employees wishing to receive health and benefit account money must meet the standards set for enrollment into the South Dakota Retirement System. 1991

## **C. Activity Tickets and Staff Lunch**

All employees will receive a Family Activity Ticket. (2011)

Staff members who eat lunch with students in the lunchroom, shall receive their lunch for free for up to five times per school year. (2024)

## **D. Supplemental Retirement Plan (SDRS-SRP) Roth 457**

Employees that have been employed by the Mobridge-Pollock School District for a minimum of nine years and have accumulated at least 90 days in their personal sick leave will be eligible to receive supplemental benefits. When an employee has reached their tenth year of employment and accumulated 90 days of personal sick leave, the employee will be paid a prorated amount up to \$80 per day for each unused day beyond 90 days to be placed in the South Dakota Retirement System – Supplemental Retirement Plan (SDRS – SRP) Roth 457. Employees receiving supplemental benefits for days beyond 90 days accumulated each year remain at 90 days accumulated at the start of the following school year.



The prorated amount to be paid towards a supplemental benefit package is determined by the number of employees participating in the program each year. The school district will secure \$15,000 annually from the school budget to be used towards this program.

All employees of the school district are encouraged to participate \$25.00 per month towards the SDRS – SRP.

## **V. LEAVE OF ABSENCES**

### **A. Sick-Leave Plan**

Each employee shall receive ten sick leave days that will be credited on the first day of the contract year. An employee may accumulate ninety days of sick leave. (2005)

1. For Employees hired after 2017-2018:

- a. An employee hired (12 month) in his/her 1<sup>st</sup> - 3<sup>rd</sup> year of employment in the district will be credited with two days of sick leave and will earn a ½ day sick leave per pay period until they have earned 10 days.
- b. An employee hired (9 month) in his/her 1<sup>st</sup> – 3<sup>rd</sup> year of employment in the district will be credited with two days of sick leave and will earn a ½ day sick leave per pay period until they have earned 10 days.

An employee may take sick leave to care for a member of his/her immediate family, and such sick leave will be limited to 20 days per year per employee. (1978) (1985)

Pregnancy shall be considered a physical disability. Sick leave will be granted upon certification by the employee's physician that the physical condition is such that she is not able to perform duties according to job descriptions. (1974)(1997)

Non-qualifying, part-time employees shall receive up to five (5) paid sick days used in a year; equivalent to their daily hours worked. (1998)

### **B. Sick-Leave Bank**

A voluntary sick-leave bank will be established under the following conditions:

1. Each participating employee contributes one day of sick leave per year to the bank and may draw up to 50 days of sick leave per school year from the bank, provided the first 20 days of sick leave of that year has been covered by accumulated leave or absence without pay.
2. Deadline for sick-leave bank enrollment is September 1 of each year.
3. Administration of the program will be handled by the school business office.
4. All requests for use of sick-leave bank must be submitted in writing to the superintendent.

5. Each employee enrolling in the bank will donate one day of his/her sick leave to the bank each September 1 until September 1 contributions build the bank total to 100 or more days. No more days will be added to this maximum until the bank is depleted to 50 days except for new participants.
6. A person withdrawing from membership in the bank will not be able to withdraw contributed days.
7. A person will not be able to withdraw days from the bank until his/her own sick leave is depleted or they utilize the Maternity/Paternity Leave policy.(2018)
8. Persons withdrawing sick-leave days from the bank will not have to replace these days except as a regular contributing member to the bank.
9. Request for use of bank days must be accompanied by a letter from an attending physician stating that the employee is unable to perform his/her duties according to contractual obligations.
- 10.Consideration for use of the sick-leave bank for catastrophic illness of immediate family members can be presented to the Superintendent and/or the Board of Education for approval.(1990)
- 11.Consideration for use of the sick-leave bank for catastrophic illness of the first year certified employee can be presented to the superintendent and/or the Board of Education for approval. (2018)
- 12.A letter from the employee's physician shall be submitted at the time the employee returns to work verifying permission to return to work. (1997)
- 13.At any time the sick bank falls below 50 days during the school year, members of the sick bank will be assessed a day during the school term. (2005)
- 14.Sick bank may be used for maternity purposes only when there are unusual complications stemming from the pregnancy. A doctor's note will be required stating that the mother requires additional days for her physical/mental health. (2005)
- 15.When a member of the sick bank has depleted his/her sick days and the member needs to contribute a sick bank day to the bank during the school term because it has fallen below 50 days, that member may receive a gift of a sick day from a fellow employee. (2005)
- 16.The sick bank for the certified staff and the sick bank for the support staff are one combined bank. (2005)
- 17.When a tenured employee retires/resigns from the district, that employee's unused sick days will be added to the district sick bank. (2006)
- 18.ESP employees are not eligible for the sick bank until having accumulated 10 sick days.
- 19.A person will not be able to withdraw days from the bank unless he/she is a contributing member of the bank.

### **C. Vacation Leave**

Vacations for ESP employees hired on a twelve month basis shall be arranged in advance with the Superintendent. Vacation time shall be allowed as follows:

Paid vacation shall be for full time ESP employees that are employed on a twelve-month basis. A full time employee is defined as an employee that works a 40-hour week excluding overtime with the workweek defined as a seven-day period with Sunday as the first day of the seven-day period.

A. During the first three continuous years of an employee's employment, he/she will earn one day paid vacation for every eight weeks worked (to be determined by the business office). No more than 7 days of vacation may be earned in a twelve-month period. (2005) Employees may utilize earned vacation after nine months of continuous employment. Of the seven days earned, only two days of vacation may be used from August 1<sup>st</sup> through May 31<sup>st</sup>.

B. During years four and five of an employee's continued employment, he/she will earn one day of vacation for every five weeks worked. No more than ten days of vacation may be earned in a twelve-month period. (2005)

C. After the fifth year of continuous employment, the employee will earn one day of vacation for every three weeks worked. No more than fifteen days of vacation may be earned in a twelve-month period.

After application of the above employment criteria:

A. Said vacation leave may be used at any time during the employment year.

B. Support staff employees may carry over up to five days of vacation leave to the next employment year. Said carry over must be used within the first six weeks of the new employment year. (2006)

C. Said vacation leave must have approval of the superintendent.

D. Should the employee terminate employment or be terminated a determination shall be made jointly by the employee and superintendent how many accrued vacation days have or have not been used. The employee will have the choice of taking vacation leave or be paid at his/her daily rate for unused days prior to termination of employment date. (2000)

#### **D. Personal Leave/Extenuating Circumstances Leave**

If support personnel wishes to be absent for personal business, not to be construed as bereavement leave, a request must be made to the superintendent of schools, preferably not less than twenty-four hours before the time of departure.

Personnel will have one-half of his/her daily salary deducted from the next paycheck for each full day taken.

Personnel will have a choice between Plan A, Plan B and Plan C for personal leave. This must be decided on at the end of each year for the following year. (2021)

Plan A: Support personnel shall be restricted to a maximum of five personal-leave days per year. Up to four support personnel may be granted personal leave before or after all vacations at the discretion of the Superintendent of Schools. (1992)(2019)

Support personnel Staff may earn up to two paid personal leave days to replace two regular personal leave days by performing 16 hours of supervision duties at school activities assigned by the superintendent. The use of earned personal days and the number of supervision duties will be compiled during the school year and may be used in place of regular personal leave. At the end of the year a final accounting will be made. If support personnel earn days of personal leave and choose not to use them, they will be paid the equivalent of one-half of his/her daily salary for each day earned. The use of earned personal leave days will not affect the leave incentive. Credit for earned days will be given upon completion of supervision duties. (2008)(2012) (2019)

Plan B: Support personnel shall be given one day of personal leave at no cost with the option of earning two more days by performing 16 hours of supervision duties at school activities assigned by the superintendent. Up to four support personnel may be granted personal leave before or after all vacations at the discretion of the Superintendent of Schools. (1992)(2019)

Plan C: Support personnel shall be given five personal-leave days per year. Supervisions will not be assigned to the employee. (2021)

The use of earned personal days and the number of supervision duties will be compiled during the school year and may be used in place of regular personal leave. At the end of the year a final accounting will be made. If support personnel earn days of personal leave and choose not to use them, they will be paid the equivalent of one-half of his/her daily salary for each day earned. The use of earned personal leave days will not affect the leave incentive. Credit for earned days will be given upon completion of supervision duties. (2008)(2012) (2019)

Staff requiring additional days of absence will lose a day of pay for each day of absence due to personal business unless otherwise determined by the superintendent.

Extenuating Circumstances Leave – Once Personal Leave has been exhausted, an employee may request in writing extenuating circumstance leave from the employee's supervising administrator. Each case shall be reviewed and acted upon on a case-by-case basis by the administrator. The employee will be responsible for paying the rate as negotiated for personal leave. (2003)

## **E. Bereavement Leave**

Employees shall receive up to three (3) days of bereavement leave for each death of a relative or friend each school term. Additional days of bereavement leave may be granted for the death of immediate family members (spouse, in-law, parent, child, brother, sister). Approval shall be at the discretion of the school district superintendent. The school district shall pay the substitute's salary during the employee's absence if it is necessary to hire a substitute. (1998)(1999)(2021)

## **F. Professional Leave**

Employees may be granted in-service leave and each request will be considered on an individual basis so as to meet educational needs of the school. 1991

#### **G. Jury Duty/Military Leave**

Employees, when called for jury duty, shall serve unless dismissed by the court. The employee would be entitled to all expense reimbursement from such a service. Should jury also provide a daily salary or payment above expenses, this amount shall be deducted from employee's school salary. This section shall also pertain to military leave. (1991) (1993) (1997) (1999)

#### **H. Maternity/Paternity Leave**

Maternity/Paternity leave of absence for up to one year will be granted to full-time employees on written application to the Superintendent of Schools. (1997). Such maternity/paternity leave of absence shall be without pay or sick leave. An employee adopting an infant child (pre-kindergarten) shall be entitled, upon request, to a leave to commence at any time during the first year after receiving de facto custody of said infant child, or prior to receiving such custody if necessary in order to fulfill the requirements for said adoption. (1991) (1993)

#### **I. Civic Duty Leave**

A leave of absence without pay may be granted to any employee, upon application, for the purpose of serving in a governmental public office. Upon return from such leave, an employee shall be placed at the same position on the salary schedule and shall maintain the same fringe benefits as would have been accrued during such period. 1993

#### **J. BENEFIT SCHEDULE**

Effective for Employees hired after July 1, 1992

Part-time employees must be eligible for state retirement before they are eligible to receive benefits at a percentage rate based on an eight-hour day. Employees will be placed in a group at the beginning of each fiscal year. Placement in a group will be based on the hours worked during the last fiscal year, or if no history, on expected hours. 1993

Employees will receive holiday pay if they work the workday before and the workday after the holiday, with the exception of holidays specifically named as paid holidays. (2005)

ESP hired prior to July 1, 1992, will qualify for full-negotiated health benefits, provided they continue to be eligible under the 1992 South Dakota Retirement System guidelines.

#### **K. Leave Incentive Stipend**

Employees will receive a Leave Incentive Stipend of \$100 if they use only three (3) days of Personal Leave, Sick Leave, or Leave Without Pay leave categories; a Leave Incentive Stipend of \$300 if they use only two (2) days of said leave category; and, a Leave incentive Stipend of \$1000 if they use only one (1) day or less of said leave category. This initial investment plan will be capped at \$15,000 for the school district. If the initial investment is not enough to support the incentive, the incentive plan will be prorated based on the number of employees achieving the incentive. Stipends will be paid as part of the regular July payroll. (1999)(2018)(2019)

## **VI. GRIEVANCE PROCEDURE FOR ESP PERSONNEL**

All support personnel shall be incorporated into existing Grievance Procedure. 1991

### **ARTICLE I**

#### **DEFINITIONS**

- A. A "grievance" is a complaint by an employee or a group of employees based upon alleged violation, misinterpretation or inequitable application of any existing policy, rule or regulation of the School District. The absence of or disagreement with existing policy, rules or regulations is not a grievance.
- B. The term "employee" is considered to apply to any professional employee and may include an individual or group employees who are similarly affected by a grievance.
- C. An "aggrieved" person is a person making the claim.
- D. A "party in interest" is any person or persons making the claim or any person or persons who might be required to take action, or against whom action might be taken in order to resolve the problem.
- E. The term "days" means working school days.
- F. "Board" means the Board of Education of the Mobridge-Pollock School District #62-6, Mobridge, South Dakota.

### **ARTICLE II**

#### **PURPOSES**

The purpose of this statement of grievance procedure policy is to secure at the lowest possible administrative level equitable solutions to problems, which may from time to time arise affecting working conditions of teachers.

### **ARTICLE III**

#### **TIME LIMITS**

- A. It is important that grievances be processed as rapidly as possible and every effort should be made to expedite grievance procedures.
- B. In the event a grievance is filed on or after April 15 the time limit set forth herein shall be reduced so that the grievance procedure is expedited.
- C. If an employee does not file a grievance in writing with the principal or other supervisor within thirty days after the employee knew or should have known or the act of condition on which the grievance is based, the grievance shall be considered as having been waived.

## **ARTICLE IV**

### **INFORMAL PROCEDURES**

- A. If an employee feels he or she has a grievance, he or she should first discuss the matter with his or her principal, or administrator or supervisor, to whom he or she is directly responsible in an effort to resolve the problem.
- B. If, after such discussion with the principal or other supervisor the employee is not satisfied with the disposition of the matter he or she shall have the right to present the matter to and discuss it with the superintendent.

## **ARTICLE V**

### **FORMAL PROCEDURES**

#### **A. School Principal**

- 1. If an aggrieved person is not satisfied with the disposition of his or her problem through informal procedures, he or she may submit his/her claim in writing to his/her principal.
- 2. The principal shall within five days render his/her decision and the reasons thereof in writing to the complainant.
- 3. An employee who is not directly responsible to a building principal may submit his/her formal written grievance claim to the administrator or supervisor to whom he/she is directly responsible and such administrator shall carry out the afore-mentioned responsibilities the same as a principal.

#### **B. Superintendent of Schools**

If an aggrieved person is not satisfied with the disposition of his/her grievance by the principal or supervisor, or if no decision has been rendered within five days after presentation of the grievance in writing, he/she may file a formal written grievance with the superintendent; and the superintendent shall meet (within 10 days), if the aggrieved person desires representation, for the purpose of considering the grievance. The superintendent shall within five days of such meeting render his/her decision and the reasons thereof in writing to the complainant. 1982

#### **C. Board of Education**

If an aggrieved person is not satisfied with the disposition of his/her grievance by the superintendent, or if no decision has been rendered within five days after conference with the superintendent, the aggrieved person may file the grievance with the Board of Education, which shall consider such complaint at its next regular meeting. The aggrieved person with a representative of his/her choice, if he/she desires one, may appear before the Board at such meeting. A decision of the Board on such grievance shall be rendered in writing to the aggrieved person within ten days after such meeting.

#### **D. Labor Commissioner**



If, after following the approved grievance procedure the grievance remains unresolved, it may be appealed to the labor commissioner who shall conduct an investigation and hearing and shall issue an order covering the points raised, which order shall be binding on the employees and the governmental agency.

## **ARTICLE VI**

### **MISCELLANEOUS**

- A. If, in the course of investigation of any grievance by representatives of the complainant, such investigation requires their presence in any building of the School District, such representative shall report immediately to the principal of such building being visited and state the purpose of the visit.
- B. Every effort shall be made to avoid interruption of classroom activities and to avoid the involvement of students in all phases of the grievance procedure.

### **VII. ESP DISMISSAL: EMPLOYMENT AND RENEWAL**

Educational support personnel whose job duties encompass providing services to the school district on a year round basis (including the time when school is not in session) are employed for an annual term commencing July 1 through June 30. All other educational support personnel are employed for the term of the regular school session or for shorter terms according to the conditions of their hiring and job duties. Renewal of employment of educational support personnel for each succeeding year, succeeding school session or shorter terms shall be at the discretion of the school board to be determined annually or as the need for such employee arises.

Within 5 days after the first Board meeting in May of each year, the Board or Superintendent shall notify educational support personnel then employed as to whether the Board will hire said personnel for the following school year, school term or shorter term as stated above. Re-employment of educational support personnel by the school board shall be in the board's sole discretion and is not subject to a due process hearing.

Termination: Termination of employment of educational support personnel by the school board at a time other than at the end of the term of employment as stated above or as otherwise agreed, shall be only for cause or due to fiscal constraints. The terminated employee shall be afforded a due process hearing. Any employee recommended for termination by the Superintendent shall be notified that the superintendent will be recommending termination of the employee to the school board along with the specific reasons the Superintendent will be relying on in making the recommendation. The notice shall further advise the employee of the time and date of the school board meeting when the superintendent's recommendation will be made. The notice shall be mailed by certified mail to the employee at the employee's last known address. Proof of mailing the notice shall be deemed presumptive evidence that the employee received the notice or had the opportunity to receive the notice even though the employee fails to sign acknowledgment of receipt of the notice. Within ten days after the employee has been mailed notice of the Superintendent's intent to

recommend termination, the employee may deliver in writing to the Superintendent a request for a due process hearing before the school board to be held on the date and at the time provided in the notice sent to the employee. If the employee so requests a due process hearing, the due process hearing shall be held at the date and time as set forth in the notice sent to the employee, subject only to reasonable continuances. The employee shall have the right to have an attorney represent the employee at the due process hearing. (2002) (2004)

## **VIII. TRAVEL REIMBURSEMENT**

Employees who are granted permission to use their own vehicles for school travel (professional development) will be reimbursed at state rate. (2014) Reimbursement for meals will be paid at state rate with prior approval from administration. (2014)

## **IX. PERSONNEL FILE**

Each employee shall have the right, upon request, to review the contents of said employee's personnel file and to place therein written reactions to any of its contents. The employee shall have the right to make copies of any item in the file. 1991

## **X. BUS DRIVER D & A TESTING**

(See School District Policy Manual Part E Pages 6-19)

## **XI. PARAPROFESSIONALS (2003)**

1. A one-time stipend of \$300 will be paid to each paraprofessional who successfully passes the required ParaPro Test. This stipend pertains to those employees who were employed during the 2003-2004 school year by the Mobridge-Pollock School District.
2. A one-time stipend of \$500 will be paid to each paraprofessional who successfully earns a two-year associate's degree in General Education or Paraprofessional while an established employee in the Mobridge-Pollock School District.
3. Upon reaching the 10<sup>th</sup> year of employment, ESP employees will receive the agreed upon step increase, currently set at 25 cents.
4. Paraprofessional staff who are responsible for a student's personal care/hygiene will receive \$2.00/hour additional salary. Qualifying personnel will be determined by the Special Education Director. (2009)(2016)(2022)

## **XII. COMPLAINT PROCEDURE (2003)**

### **A. Purpose**

This procedure is designed to provide a process for handling such problems that can not be solved in an informal manner. Efforts will be made to solve problems informally.

Complaints that cannot be solved informally, regarding the performance of any employee shall be handled according to the following policy. Anyone approached with a complaint shall inform the person(s) making the complaint of the proper method for registering the complaint. After informal efforts have been exhausted, complaints not filed following the policy will not be acted upon nor shall they be recorded or given any other official recognition.

Complaints shall be in writing and signed by the party making the complaint. The complaint shall specify the person(s) involved, details of the alleged misconduct or reason for the complaint and supply any supportive evidence.

### **B. Procedure**

1. Formal complaints against school personnel shall be made by completing "Complaint Form A" and filing it with the building principal or superintendent/CEO.
2. Upon receipt of a signed complaint against any school employee, the principal or superintendent/CEO shall meet privately with the employee and shall provide the employee with a copy of the complaint and discuss the complaint. The employee may respond to the complaint by completing "Complaint Form B" which shall be attached to the complaint.
3. If the administration feels that the complaint is grounds for further action or if the complaint is to be made part of the employee's record, the employee must be informed of this in writing. An employee so notified shall have the right to request a meeting with the administration and the complaining party or the right to attach a written rebuttal to the complaint or both. The complaining party shall have the right to a copy of the employee's rebuttal. If the employee requests a meeting with the administrator and complaining party, the employee shall have the right to be accompanied by a representative of the local education association or other person of their choice. The complaining party has equal right.
4. Any record or recommendation for further action resulting from such a meeting shall be supplied the employee. Before an employee may be disciplined or reprimanded by the board or its agents, the employee shall be entitled to a hearing to be confronted by the person bringing the complaint: (s)he shall have the right to cross-examine and rebut and shall have the right to have a representative present. The complaining party has equal rights.
5. Decisions of the school board may be appealed to the proper authorities.
6. Each employee, upon his employment or at the beginning of the school year shall be apprised of the process outlined above.

## COMPLAINT FORM “A”

Date\_\_\_\_\_

Name & Address of Person Making Complaint:\_\_\_\_\_

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Date of Action Causing Complaint\_\_\_\_\_

Name of Person(s) Being Complained Against\_\_\_\_\_

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Complaint:\_\_\_\_\_

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(Attach another sheet if necessary)

Supportive Evidence or Witnesses:\_\_\_\_\_

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(Attach copies of materials if necessary)

Signature of Person Making Complaint \_\_\_\_\_

## COMPLAINT FORM "B"

Date\_\_\_\_\_

Date contacted about complaint:\_\_\_\_\_

Response to Complaint\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Attach another sheet if necessary)

Supportive evidence or witnesses:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Attach copies if necessary)

### RECOMMENDATION

\_\_\_\_\_ I recommend no record or further action to be taken

\_\_\_\_\_ I recommend a record be kept but no further action to be taken  
regarding this complaint.

\_\_\_\_\_ I recommend the following action be taken:

\_\_\_\_\_

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Signature of Principal or Superintendent/CEO

I have been informed of the complaint, have been given an opportunity to respond  
and have been informed of the above recommendation.

Signature \_\_\_\_\_ Date \_\_\_\_\_