



## **OLCSD Mission**

**To Strengthen the Lakota Identity and  
Values of Students and to Assure Their  
Overall Well-Being and Academic Success.**

# **Classified Agreement**

**2024-2025**

**NEGOTIATED AGREEMENT**

**BY AND BETWEEN**

**OGLALA LAKOTA COUNTY SCHOOL DISTRICT 65-1**

**AND**

**OGLALA LAKOTA COUNTY EDUCATION ASSOCIATION (OLCEA)**

APPROVED

**OGLALA LAKOTA COUNTY SCHOOL DISTRICT 65-1**

**CLASSIFIED EMPLOYEE  
NEGOTIATED AGREEMENT  
FOR SCHOOL YEAR 2024-2025**

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NEGOTIATED AGREEMENT BETWEEN OGLALA  
LAKOTA COUNTY SCHOOL DISTRICT AND OGLALA  
COUNTY CLASSIFIED EDUCATION ASSOCIATION

This agreement made and entered into at Oglala Lakota County School District, Batesland, South Dakota, pursuant to the provisions of SDCL 3-18-8, by and between the Oglala Lakota County School District, hereinafter called "District," and Oglala Lakota County Classified Education Association, hereinafter referred to as "Association" or "OLCCEA,"

WITNESSETH:

WHEREAS both of the parties to this agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship which exists between the District and the employees covered by this agreement and to enter into a complete agreement covering rates of pay, wages, hours of employment, and other conditions of employment, and,

WHEREAS, the parties recognize that all of the provisions of this agreement must meet the requirements and procedures required by law and the provisions of the statutes and laws of the State of South Dakota,

NOW, THEREFORE, in consideration of the execution of this agreement and the covenants and agreements mutually expressed herein and arrived at by the parties hereto, it is hereby agreed as follows:

The Oglala Lakota County School District recognizes the Oglala Lakota County Classified Education Association (OLCCEA) as the exclusive representative of classified employees in the District and will negotiate terms and conditions of employment with the association. The term "classified employees" includes all employees not required to hold a South Dakota teaching certificate. The term does not include administrators or other District employees covered by the certified negotiated agreement.

In recognizing the Association as the exclusive formal representative as hereinbefore provided, the District retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities imposed upon and vested in it by the laws and the Constitution of United States, the laws and the Constitution of the State of South Dakota, including, but without limiting the generality of the foregoing, the rights and responsibilities set forth in SDCL 13-8-39, 13-18-1, and 13-10-2.

## **MANAGEMENT RIGHTS**

These management rights include, but are not limited to the following:

1. To utilize personnel, methods, and means in the most appropriate and efficient manner possible, to manage and direct the employees of the District, to hire, schedule, promote, transfer, assign, train, or retrain employees in positions with the District, and to suspend, non-renew, discharge, or take other appropriate action against employees for just cause;
2. To determine the size and composition of the work force, to eliminate or discontinue any job or classification, and to lay off employees for lack of work or lack of appropriate funds;
3. To determine the objectives of the District and the method and means necessary to efficiently fulfill those objectives, including the transfer, alternation, curtailment, or discontinuance of any services; the establishment of acceptable standards of job performance, the purchase and utilization of equipment, and the utilization of seasonal, temporary, and part-time employees;
4. To provide standards and rules for employees; and
5. To determine the method of fulfillment of objectives of the District, whether by its employees or by contracting or subcontracting with respect to all of the District's services.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by such expressions of limitation relating to the unit as are contained in this agreement and then only to the extent such expressed limitations are in conformance with the Constitution and laws of the United States, the Constitution and the laws of the State of South Dakota.

## **Discrimination Prohibited**

The District is an equal opportunity employer. Accordingly, applicants and employees will be employed, assigned, promoted, and terminated without regard to race, creed, color, sex, religion, age, national origin, ethnic background, pregnancy, citizenship, mental or physical challenge, disability, sexual orientation, gender identity, or status as a veteran.

## **Title IX Policy Notification Statement**

It is the policy of the Oglala Lakota County School District not to discriminate on the basis of sex in its educational programs, activities, or employment policies as required by Title IX of the 1972 Education Amendments. Inquiries regarding

compliance with Title IX may be directed to Human Resources Director, Oglala Lakota County School District, Post Office Box 109, Batesland, South Dakota, or to the Office for Civil Rights, Department of Health, Education and Welfare, Washington, D.C.

### **Americans with Disabilities Act of 1990**

Oglala Lakota County School District 65-1 does not discriminate on the basis of disability, race, color, national origin, sex, or age in access to employment in, or in the provision of, any of Oglala Lakota County School District's programs, benefits, or activities. Inquiries regarding this policy may be directed to the Human Resources Director at Post Office Box 109, Batesland, SD 57716, Telephone 1-877-651-OLCSD (toll free) or (605) 502-0050.

### **Definitions:**

1. **Board** shall mean the School Board of the Oglala Lakota County School District.
2. **Association** shall mean the Oglala Lakota County Classified Education Association (OLCCEA).
3. **Workday** shall mean a day in which school is in session and for which the employee is hired to work. Workday may include those weekend days, vacation days, and/or holidays approved by the school or District administration and agreed to by the employee.
4. **Emergency school closing**, late start or early dismissal shall mean closing or calling off school by the building principal, with the approval of the Superintendent or his/her designee in the administrative office, due to conditions which could harm the health or endanger the life of students or staff.

## **SECTION I - EMPLOYMENT**

### **A. SALARY SCHEDULE**

An employee new to the Oglala Lakota County School District shall be placed on the classified staff salary schedule according to the position for which the employee is hired. No new employee shall be hired at a salary greater than step 10. Credit for experience, training, education courses, workshops, or certificates that are pertinent to the position may be considered when placing an employee on the schedule. The placement will be recommended by the superintendent and approved by the Board. The Human Resource office, with approval of the Board will create job descriptions for all job classifications. The job description shall contain a list of required essential functions, competencies, and capabilities as well as licensure requirements for each job classification.

A copy of all job descriptions shall be available to employees on the district website, [www.olcsd.com](http://www.olcsd.com) under the page entitled STAFF and then DISTRICT DOCUMENTS, DEPARTMENTS, HUMAN RESOURCES, JOB DESCRIPTIONS. Job descriptions will be updated when necessary, with board approval. Updated job descriptions will be placed in the same folder on the website.

#### **B. MEDICAL EXAMINATION**

Within ten (10) days of receiving a conditional offer of employment, all staff are required to complete a School Employee Certification of Health record and submit it to the Personnel Office. (See addendum.)

#### **C. PROBATIONARY PERIOD**

Newly hired employees or former employees who are rehired or transferred to a new position, except as otherwise provided herein, shall be probationary employees with regard to job skills and job performance for the first sixty (60) calendar days of their schedule employment.

The District, in its sole discretion, may extend the probationary period for an additional sixty (60) calendar days.

The District shall have the right to discharge probationary employees during the probationary period and such employees shall not have any rights under this agreement, including, but not limited to, the right to file a grievance or complaint.

Probationary employees shall become eligible for leave and insurance benefits after completion of sixty (60) calendar days. Satisfactory completion of the probationary period will be documented by the supervisor. The supervisor shall make a recommendation to the Board and a letter of intent to hire will be issued pending Board approval. Should the employee's probationary period begin during the final sixty (60) days of the school year, the days worked during that school year will be credited to days worked in the following school year. Contracts issued after February 1<sup>st</sup> of the calendar year will not be prorated. Employees will be eligible to be prorated the following school year.

#### **D. NOTICE OF INTENT**

All classified employees who the District has chosen not to re-employ for the following year will be given written notice by May 1. If an employee is not otherwise notified by May 1 of the District's intent to not re-employ, the employee will be employed for the subsequent year. A copy of the signed letter of intent to hire will be returned to the employee within thirty (30) days following the school board's approval and signature.

## **E. RE-EMPLOYMENT**

Employees who resign in good standing are eligible to be re-employed by the District and may re-apply for any open position they are qualified for after the expiration of three (3) months from the date of separation. Employees who are terminated for cause are ineligible for re-employment for a period of twelve (12) months. Employees who resign and apply for re-employment within a period of one (1) year will, if re-employed in the same position, be placed on the salary schedule at the rate of pay held at the time of resignation. Former employees who resigned and left in good standing and are re-employed within one (1) year in a different position will be placed on the salary schedule commensurate with prior experience as determined by the Superintendent or designee. Former employees who resigned and left in good standing and who are re-employed by the District after a period of one (1) year may be given credit for additional years of experience on the salary schedule upon recommendation by the Superintendent or designee subject to the approval of the School Board.

## **F. RESIGNATION**

An employee resigning for any reason must notify his/her supervisor as far in advance as possible. A minimum of two (2) weeks' notice is required in writing except in those instances where hardship would be imposed on the employee. Upon termination, an employee's salary will be calculated based on the last day worked. Staff member seeking to be released from their contract after July 15 of the current year will be assessed liquated damages in the amount of \$200. This action may be waived by the Board in extenuating circumstances.

## **G. RECRUITMENT AND SELECTION**

The application shall identify such training and skills as may be required to successfully carry out essential functions of the job. Completion of a four-year (4) high school course or GED is required for all positions. The Oglala Lakota County School District will support the GED Tutoring program for classified staff in the roles of cook, custodian, hall monitor, SPED monitor or bus driver who need assistance obtaining a GED. Staff will have one (1) year from their date of hire to complete their coursework and pass the required tests. Extensions may be considered on a case-by-case basis.

Each bus driver is required to hold a current Commercial Driver's License (CDL) to operate any school bus.

Should an applicant be selected who is an immediate family member of the applicant's supervisor, a designee will be assigned by the Superintendent for evaluation purposes.

## **H. APPOINTMENTS**

Final appointment to a job is the official function of the Board. In the event of necessity, as determined by the Superintendent, an applicant may receive a temporary appointment by action of the Superintendent or immediate supervisor. This appointment must be ratified by the Board at the next meeting.

## **SECTION II - EVALUATION**

Employees will be evaluated by the supervisor or designee using input from other appropriate supervisory staff. Evaluations must be discussed with the employee within a reasonable time not to exceed fifteen (15) days.

Probationary employees will be evaluated during or at the end of the first sixty (60) calendar days; and

Employees no longer on probation will be evaluated annually, prior to April 30, unless the employee's performance is considered less than satisfactory by their supervisor. In this case, evaluations will be conducted as deemed necessary by the supervisor. Evaluations will be in written form and will be kept permanently in the employee's personnel file.

## **SECTION III - CHANGE IN EMPLOYMENT STATUS**

### **A. VOLUNTARY TRANSFER AND ASSIGNMENT**

In considering requests for transfer or reassignment, the convenience and wishes of the employee will be honored to the extent that they are consistent with the best interest of the District as determined by the Superintendent. This will also be the case when fewer work hours are requested. If the new position is at a lower paying scale than the one currently held, the lower paying scale will prevail. The employee's length of service and leave credits will not be affected. Requests for transfer are to be submitted in writing to the supervisor with a copy to the Superintendent.

### **B. INVOLUNTARY TRANSFER AND ASSIGNMENT**

Each employee shall be assigned to a specific position. The employee's job description shall be subject to the direction and discretion of the Superintendent. The employee may be transferred to any other position as the Superintendent may direct. Transfers may be initiated by the Superintendent or by other administrative officers for any purpose which, in the judgment of the Superintendent, is for the welfare of the employee or the District. An administrative transfer or reassignment

shall be made only after a conference between the employee and the Superintendent or administrator. At that time, the employee will be notified of the reason(s) for the transfer. A written record of this meeting will be placed in the employee's personnel file. A transferred employee will retain experience credit and be placed on the step and wage scale of the new assignment.

### **C. REDUCTION IN FORCE POLICY**

In the event the District determines that a reduction in force is necessary, it shall retain the most qualified employees to perform the duties required regardless of seniority. The District shall be the final judge of the relative competence, experience, and ability, regardless of seniority.

In the event of lay off due to a reduction in force, the employee shall receive two (2) weeks' notice thereof. In the event the employee is not given such two (2) weeks' notice, the employee shall be entitled to two (2) weeks' pay, but shall not be required to attend work.

Employees who are laid off due to a reduction in force shall be entitled to recall for a period of one (1) year based upon the operational needs of the District.

### **D. DISCHARGE AND DISCIPLINE**

Any non-probationary employee covered by the terms of this agreement may be suspended (with or without pay) or discharged at any time upon notice for just cause including, but not limited to, unsatisfactory or poor performance, dishonesty, theft, drunkenness, illegal use or possession of drugs, neglect of duty, immoral conduct, insubordination, unprofessional conduct, and violation of District policies or procedures.

If the District contemplates disciplinary action including, but not limited to, termination of an employee, it may immediately place the employee on suspension pending the completion of an investigation. The suspension may be with or without pay as determined in the sole discretion of the Superintendent. Upon completion of the investigation, the District shall notify the employee in writing as to nature of the disciplinary action contemplated and provide the employee with an informal opportunity to present the employee's reasons as to why the recommended disciplinary action should not be taken. The employee has a right to representation at this meeting.

Any employee notified of termination may request a hearing before the Board by delivering to the Superintendent within five (5) working days a written request for hearing. Failure to request a hearing results in termination of the employment relationship on the sixth (6<sup>th</sup>) day following the notice of termination. If a hearing is

requested, the Board shall conduct the same at its next regular meeting or within twenty-five (25) days, whichever is longer. The employee has the right to be represented by counsel at the Board hearing at the employee's expense.

If terminated, the employee's final check will be calculated based upon the last day worked.

#### **SECTION IV - PAYMENT OF SALARY**

##### **A. SALARIES**

All returning employees shall be paid in accordance with their corresponding placement on the applicable Salary Schedule (i.e. Classified Staff Schedule (Appendix A), Salary Schedule (Appendix B), Transportation Salary (Appendix C), District Office/Secretarial/Administrative Assistant Schedule (Appendix D), SRO, Tech, Transportation & Housing Coordinator (Appendix E)). New employees shall be paid in accordance with the Salary Schedule set forth in the Salary Schedule attached hereto. Existing employees who have surpassed Step 10 with their experience will receive negotiated salary increases beyond their Salary Schedule.

##### **B. RETENTION INCENTIVE**

Effective July 1, 2024, all returning employees who have signed their contract for the 2024-2025 school year with the District shall be granted a One Thousand Dollar (\$1,000.00) retention incentive, less applicable deductions required by law. This retention incentive shall be paid in the first pay period after August 1<sup>st</sup>. If the employee resigns during the year, the retention incentive shall be deducted from the employee's salary. The Board, in its sole discretion, may waive the requirements to refund the incentive through salary deduction or otherwise in the case of undue hardship on the employee.

##### **C. PAYDAYS**

Paydays are on every other Friday. If a Friday scheduled payday is a holiday, employees will be paid on the day before. No paychecks will be released prior to the District's regular payday schedule. There could be some delay in pay for employees, depending upon the start date, as determined by the Human Resources Office.

##### **D. WORK HOURS**

As required by federal law (Fair Labor Standards Act), all employees covered by the terms of this Agreement shall be paid only on the basis of hours worked. Overtime shall be paid to all non-exempt employees who work in excess of forty (40) hours in

a workweek. No overtime shall be worked unless approved in advance by the Superintendent or designee.

Normal hours of work shall not be construed as a guarantee of the number of hours worked per day or per week. The payroll office calculates time in 15-minute increments, as reflected on the table below. Staff payment of extra hours or calculations for leave will be determined on the clocked in time increment. Failure to notify a supervisor or to turn in a leave slip will result in leave without pay. Staff shall routinely check the Timeclock Plus system to verify their time.

Instructional employees under this agreement who are contracted for 182 days are required to be on duty in their position during the work hours of 7:45 AM through 3:45 PM. Dual contract employees will start at 8:00 AM.

|             |  |
|-------------|--|
| 7:45 – 7:52 | No leave needed; counts back to the hour.                      |
| 7:53 – 8:08 | 15 minutes of leave; counts to the first quarter of the hour.  |
| 8:09 – 8:23 | 30 minutes of leave; counts to the second quarter of the hour. |
| 8:24 – 8:38 | 45 minutes of leave; counts to the third quarter of the hour.  |
| 8:39 – 8:45 | 60 minutes of leave; one full hour.                            |

| Position   | Hr/Day | # Days      |   |
|--|--------|-------------|---|
| Bus Drivers  | N/A    | 174         | Equates to 172 student days and 2 additional days for Inservice and End of Year clean-out       |
| Paraprofessionals, Trainee, Student Advocate, SPED and Hall monitors | 7.5    | 182         | Follow the Instructional Calendar   |
| District Office Staff, Courier                                       | 8      | 215 and 230 | Offer the 215 day employees the option for 15 additional days                                   |
| Maintenance Groundskeeper  | 8      | 220         | Instructional days plus days before and after as determined by principal and director (38 days) |
| Mechanics  | 8      | 220         | Instructional days plus days before and after as determined by principal and director (38 days) |
| Cooks  | 8      | 182         | Follow the Instructional Calendar   |

|   |     |            |   |
|---|-----|------------|---|
| Custodians  | 8   | 220        | Instructional days plus days before and after as determined by principal and director (38 days)   |
| Level 1 Tech (non-Degree/non-certified)   | 7.5 | 182 or 215 | Follow the Instructional or District Calendar and school/district needs   |
| Daycare Staff   | 8   | 215        | Follow the Instructional Calendar and school/district needs   |
| Transportation and Housing Coordinator  | 8   | 220        | Instructional days plus days before and after as determined by principal and director (38 days)   |
| Security Resource Officers  | 8   | 220        | Instructional days plus days before and after as determined by principal and director (38 days)   |
| VHS Coordinator   | 8   | 182        | Follow VHS Calendar   |
| School Secretary, Attendance Clerk, Receptionist, VHS Registrar, LTHS Registrar | 8   | 205        | Instructional days plus days before and after as determined by principal and director (38 days)   |
| Dual Employment Employees   | 7   |            | 7 hours and bus employment for 174 days and 7.5 or 8 hours for employment exceeding 182 days. Bus employment and salary to reflect bus salary. Second employment and salary to reflect full days beyond bus employment. |

Actual hours worked in a pay period must be submitted using the Timeclock Plus system. Any assigned work hours that are not accounted for will be calculated by the business office as Leave Without Pay.

No other person or employee is allowed to clock in/out for another employee or alter or change another employee's timecard or time sheet. If an employee is unable to clock in/out, the employee's supervisor or another administrator may do so and must initial the timecard or time sheet accordingly. Failure to abide by this requirement will result in disciplinary action up to and including immediate termination.

#### **E. PAYROLL DEDUCTIONS**

Upon receipt of authorization from an employee, the District shall provide payroll deduction for association dues. Any payroll deductions, other than standard deductions, are only authorized by the Oglala Lakota County School Board.

## **F. DIRECT DEPOSIT**

New and current part-time/full-time staff will be required to participate in mandatory payroll direct deposit. Paychecks can be deposited to any credit union or bank within the area. Association dues shall be sent directly to the South Dakota Education Association with a list of names from whose checks the deductions were made and the amounts.

## **G. USE OF FACILITIES**

The Association, with five (5) days prior written approval from the Superintendent or designee, shall be permitted to use District facilities during non-working hours for the conduct of association business. The Association and its members are liable for any damage to District facilities or equipment as well as any injury to any person from any cause arising during the Association's use of District facilities or equipment. The Association may, with prior written approval from the Superintendent or designee, use District's mailboxes and/or bulletin boards for the distribution of Association, SDEA, or NEA materials provided it does not interfere in the efficient operations of the District.

## **H. ADDITIONAL PAY FOR PARAPROFESSIONALS**

In the absence of the classroom teacher, paraprofessionals managing the classroom shall be compensated at their daily rate plus an additional One Hundred Dollars (\$100.00) per day, or Thirteen Dollars and Thirty-Three Cents (\$13.33) per hour. Paraprofessionals serving as Art Paras will be compensated their daily rate plus an additional Two Dollars (\$2.00) per hour, or Fifteen Dollars (\$15) per day.

In the absence of the classroom teacher, the school will utilize the following list, in order, for classroom coverage:

1. Permanent substitutes
2. Day-rate substitutes
3. General education paraprofessionals
4. Title I paraprofessionals
5. Special Education paraprofessionals

## **SECTION V - OVERTIME COMPENSATION**

The School Board has authorized pay for employees for work performed in excess of forty (40) hours in a week, subject to the following regulations:

1. Overtime pay is to be authorized only by the Superintendent or designee and cleared through the business office. Authorization of overtime must

- be approved prior to working and submitted a week in advance for approval except in the case of emergencies.
2. Overtime pay at time and one half will be paid for all hours worked on Sunday and double time for all hours worked on holidays.
  3. Payroll calculations with regard to overtime will not include holidays and leave hours and late start hours as hours worked, but only as hours paid. **EXAMPLE:** Any given week with one holiday, normal work hours are thirty-two (32) hours, but total paid hours are forty (40) hours. If an employee works additional hours, he/she must actually work in excess of forty (40) hours in order to receive overtime pay.
  4. The overtime rate for employees choosing to work an additional job in the district beyond the contracted position, will be paid at the District base rate for overtime status. For example, para chooses to work in the evening as a custodian will be paid the District base rate for additional hours and overtime will be calculated using the District base rate.
  5. Extracurricular sponsors are responsible for any fundraising as part of their sponsor duties. In the event a sponsor is unable to supervise the concession stand, a substitute will be paid the State minimum wage for hours worked beyond their contracted hours and time and a half if in overtime. All efforts should be made for the sponsor to supervise.

#### **SECTION VI - LUNCH AND BREAK SCHEDULES**

Breaks are available for employees based on the number of hours worked per day. Employees who work four (4) hours are allowed one 15-minute break with pay; Employees who work six (6) hours are allowed one 15-minute break with pay and one 30-minute uninterrupted lunch break without pay; Employees who work more than six (6) hours per day are provided with two 15-minute breaks with pay and one 30-minute uninterrupted lunch break without pay. The 30-minute lunch break will automatically be scheduled in the Timeclock Plus System. If an employee does not take a 30-minute lunch break throughout the day, or takes their lunch break one half hour before the end of their work day, the employee shall be responsible to notify their supervisor, and their timecard will be adjusted appropriately. Any adjustments must be reported within the same pay period in which the adjustment occurred. Employees who abuse the length or number of breaks may be subject to disciplinary action, up to and including termination.

#### **SECTION VII - LEAVE POLICIES**

All requests for leave other than those due to an emergency or illness are subject to the operational needs and requirements of the District and may be denied by the supervisor.

All requests for leave (other than those due to an unexpected emergency or illness) must be submitted in writing and made to the employee's supervisor at least five (5) days in advance. Failure to submit the request for approval of leave or obtain approval prior to the taking of leave constitutes grounds for disciplinary action. The supervisor may waive the five (5) day notice required in cases of emergency. All requests for leave must be submitted to the supervisor for approval and forwarded to the business office.

#### **A. LEAVE**

On the first employment day of each year, all employees will receive fourteen (14) days of leave. No reason will need to be given when applying for leave. Year-round employees (205 employment days or more) shall receive fifteen (15) days of leave each year.

Upon receiving their appropriate number of days of leave, an employee may contribute one of those days to the sick leave bank, if they so choose. A "day" is determined by the number of hours the employee regularly works per day. Leave will be prorated if employment starts late or employee leaves before the end of the regular school/employment year. Probationary employees are not eligible for leave benefits until after they complete sixty (60) calendar days of their probationary period.

Leave will not be granted for days determined as Inservice (August 12-16, 2024; October 11, 2024; January 6, 2025; March 14, 2025; and May 22, 2025), the three Parent-Teacher Conferences scheduled on the calendar (in September, November, and February), or the three designated School Parent Nights. Failure to stay for the designed nights will result in Leave Without Pay (LWOP) for the hours missed. Leave will not be granted for Parent-Teacher Conferences and the three designated School Parent Nights, unless approved by the School principal and Superintendent. The leave must be submitted in advance with documentation. The school will post the months for the proposed parent nights in advance for planning purposes.

Leave can accumulate to 100 days. Upon resignation, or retirement, employees will be paid one-half (1/2) of his/her daily wage for unused leave. Upon request, the School Board may, in its sole discretion, approve the payment of one half (1/2) of the accumulated leave to an employee whose employment has been involuntary terminated.

Probationary employees are not provided leave until the official employment agreement has been approved and the employee has successfully completed sixty (60) calendar days of employment.

Persons having more than 100 days of leave prior to the initial adoption of this 100 day leave limit can choose to be reimbursed at one-half (1/2) of his/her current daily wage for days over 100 or these days can be grandfathered in and held over. All other personnel will be held to the 100-day limit and automatically paid at the above rate for days accumulated over 100 each year.

Any employee who willfully violates or misuses the leave provisions or misrepresents any statement or condition under the policy shall forfeit all accumulated leave and disciplinary action including but not limited to forfeiture of any further right to earn leave under the policy until reinstated in good standing by the Board. Unless previously authorized by the employee's supervisor, any employee who is absent on leave without pay for a period of five (5) days or more shall result in the automatic termination of employment, unless the employee submits a medical statement from the employee's physician establishing the medical reason for the absence.

The District may require employees to submit a medical certification from their doctor for any health condition exceeding five (5) days, for which payment under the leave policy is claimed. In the case of childbirth, certification of physical inability to perform an essential job function should in no way relate to the care of a well child, but only to the period during which the employee is physically unable to perform her employment duties.

Non-probationary employees who are absent from work three (3) days or less for any reason, per year, shall receive an incentive of \$1000. This amount will be paid in the final paycheck at the end of the fiscal year (June 30). A "day" is defined per the employee's individual work agreement length of day. Use of non-duty days are not counted towards absence. A dual employed employee may only earn one incentive bonus in a year. Either employment with an absence of three (3) days or less would qualify. An employee who requests leave without pay in lieu of using leave would not be entitled to the end of the year incentive bonus.

**FAMILY MEDICAL LEAVE ACT.** The District follows the requirement of the federal Family Medical Leave Act (FMLA). The FMLA allows employees to take up to twelve (12) weeks of unpaid leave each year for certain family medical purposes. Specifically, employees may use FMLA leave when they are seriously ill or when they must care for a newborn or adopted child or a seriously ill member of their immediate family. Employees receive continued health benefits while on leave and are guaranteed the same or an equal position to the one they held prior to their leave. Employees are eligible for the FMLA leave only if the employee has worked for the District at least twelve (12) months and worked at least 1250 hours over the twelve (12) months before the leave is needed. Employees must use all accumulated leave of any type, which shall be counted as part of the twelve (12) weeks of FMLA leave, prior to using FMLA leave.

## **B. INCLEMENT WEATHER OR NON-SCHEDULED WORK DAYS**

In the event school is cancelled due to inclement weather, the employees covered by this Agreement will be paid as Administrative Leave their regular rate of pay for the hours lost. In addition, if the School Board, upon the recommendation of the Superintendent, determines that the days lost to inclement weather are to be made up, employees will be paid for the hours worked on those days.

Employees who are called in to work on an inclement weather or non-scheduled workday will receive the granted administrative leave and will receive an additional hourly stipend for the hours they are clocked in for work. Some examples include, but are not limited to, groundskeepers, maintenance, and custodians who are removing snow or providing support for other weather hazards; payroll employees during a payroll week; or cooks in the event a truck is delivering food on an inclement weather or non-scheduled workday. Any other employees would only be compensated if approved by their supervisor and the Superintendent and deemed essential to work for the school or District functions to proceed. The hourly stipend will be a flat rate of \$18.00 and will not count towards overtime. If an employee not specifically named chooses to work during an inclement weather or non-scheduled workday, that employee will not be compensated.

In the event an employee is already at work when an inclement weather or non-scheduled workday is called, they will be paid the \$18.00 hourly stipend only as long as it takes them to come to a responsible stopping point in the work they are currently performing.

In the event an employee had approved leave for a day when a late start or early dismissal occurred, the employee will only be charged for the adjusted workday. If the employee had approved leave for a day that was called for inclement weather or other closing, the employee would receive administrative leave and the leave slip would be returned.

## **C. PROFESSIONAL DEVELOPMENT REMOTE LEARNING DAY**

When the District calls a Professional Development remote learning day, all staff covered by this agreement will be required to report to work online or in person, if required. Staff will report in attendance with their supervisor.

Full-time bus drivers and the district courier will not be required to attend. Sessions will begin at 10:00 AM and conclude at 2:30 PM. Employees can sign in for sessions beginning at 9:45 AM. The District will provide the link.

## **D. LEGAL HOLIDAYS**

Employees will not report for work, but will be compensated, for holidays as set forth below. Employees will be compensated for holidays that fall within the contracted days:

|                        |                        |
|------------------------|------------------------|
| Independence Day       | New Years Day          |
| Labor Day              | Martin Luther King Day |
| Veterans Day           | President's Day        |
| Native American Day    | Good Friday            |
| Thanksgiving Day       | Easter Monday          |
| Day after Thanksgiving | Memorial Day           |
| Christmas Day          | Juneteenth             |

If a holiday falls on a Saturday, the previous Friday will be considered a holiday. If a holiday falls on a Sunday, the following Monday will be considered a holiday. The holiday schedule may change as determined by the school calendar adopted each year by the school board. If so, classified employees will be scheduled to work on these days accordingly but will be paid time and a half for hours worked and double time for holidays.

| Days    | Holidays                                      | Paid    |
|---------|---|---------|
| 174-182 | Labor Day through Easter                      | 11 days |
| 205-230 | July 4 <sup>th</sup> through Juneteenth (all) | 14 days |

| Days | Holidays | Workdays and paid holidays total |
|------|----------|----------------------------------|
| 174  | 11       | 174/185                          |
| 182  | 11       | 182/193                          |
| 205  | 14       | 205/219                          |
| 215  | 14       | 215/229                          |
| 220  | 14       | 220/234                          |
| 230  | 14       | 230/244                          |

#### **E. PROFESSIONAL LEAVE**

The Superintendent may approve a limited amount of professional leave with or without pay, and with or without expenses for attendance at meetings of local, state, or national educational organizations, workshops, conferences, and school visitations, subject to the following considerations:

1. The leave is in the best interest of the District and related to the employee's area of instruction or expertise or leadership positions in local or state educational organizations.

2. The request for leave must be directly associated with educational or professional activities.
3. Professional leave of up to twenty (20) hours with pay will be granted for employees to attend collective bargaining negotiations.
4. Priority will be given to professional leave applications of employees who:
  - a) Submit them first;
  - b) Hold local or state offices in educational organizations.
5. Employees who leave the school as a bus driver, coach or sponsor for a school-sponsored event will be able to utilize professional leave for the hours related to their employment. This would also include a bus driver who is absent from a main bus run while driving for an activity. The driver will be responsible for submitting payroll documents and leave requests for the activity, and will be paid according to the activity run schedule on page 32.

When a School District employee is subpoenaed to testify in Court or give an oral deposition (in a case in which he or she is not a party), or is summoned to serve on a jury, he or she will be granted professional leave for the time demanded under the subpoena or summons and submit it to the Superintendent for verification and approval.

1. **STATE OR TRIBAL COURT:** All fees received for State or Tribal Court appearances or services shall be retained by the employee. An employee on "Jury Duty Leave" shall receive the employee's regular salary less any amount received for services, up to but not in excess of the employee's regular daily rate of pay. Within fifteen (15) days of receipt of court fees, the employee is required to present the Court check to the business office for verification of leave time.
2. **FEDERAL COURT:** All fees received for Federal Court appearances or services shall be retained by the employee. An employee on "Jury Duty Leave" shall receive his/her regular salary less any amount received for services, up to but not in excess of his/her regular daily rate of pay. Within fifteen (15) days of receipt, the employee is required to present the Court check to the business office for verification of leave time.

#### **F. LEAVE WITHOUT PAY**

Contracted employees who have exhausted all leave will return to hourly status. Employees who submit documentation of an on-going medical condition will be considered by the Superintendent and School Board by special circumstance to remain in prorate status. Employees will need to make provisions with the payroll office for any voluntary payroll deductions.

The payroll office and the HR office will send letters notifying the employee of the status and the end of the prorate contract. The payroll office will calculate any prorate owed and will make a lump sum return. The employee will be paid according to hours worked for the remainder of the year.

Employees in LWOP status will continue to be eligible for holiday pay and administrative leave. Employees in LWOP status must continue to follow all leave request requirements within this agreement. LWOP status will result in an unsatisfactory attendance rating on the end of year evaluation. Continued employment will be determined by the supervisor recommendation. LWOP is considered excessive absence and may result in disciplinary action which may include termination.

#### **G. LEAVE OF ABSENCE**

Leave of absence, up to one (1) year in duration, may be granted provided the following terms and conditions are met:

1. All requests for leave must be submitted to the Superintendent in writing, stating the purpose and duration of said leave.
2. Leaves of absence under this article are for purposes for which other leave policies do not apply.
3. The school board is able to find a suitable replacement during the period of the leave.
4. The employee will be assigned to the same position upon return from leave if possible.
5. The employee will neither gain nor lose benefits while on leave, and, upon returning, will be placed on the salary schedule at the appropriate step. If the employee fails to return, such failure will be deemed to be a voluntary resignation with waiver of all accrued benefits unless an extension has been approved. The employee will not be continued on the District's health policy unless the employee pays the full cost thereof.
6. The leave of absence must be of benefit to the School District

#### **H. UNEXCUSED ABSENCES**

Unexcused absences shall result in loss of pay for the days missed. This would include days when employees are away from their homes and are prevented from

reporting to their work sites because of inclement weather, car trouble, etc. while school is in session.

## **I. SICK LEAVE BANK**

A voluntary sick leave bank has been established for all eligible employees with the following conditions and provisions:

1. Employees shall become eligible to join the sick leave bank when they have completed a minimum of six (6) months employment.
2. Upon receiving their appropriate number of days of leave, each participating employee shall contribute one (1) day of PTO per year to the bank. A "day" is equal to the number of hours an employee is required to work per day as identified on his/her letter of intent to hire.

The deadline for sick leave bank enrollment shall be on September 15 of each year. Eligible employees declining to become participants in the bank by September 15 of their year of eligibility shall be ineligible for participation in that year.

3. At the time the bank accumulates 300 days, current participating members shall be considered to have fully paid their contribution to the bank and, providing that the bank maintains a 300 day balance, shall no longer be required to make annual contributions to the bank in order to maintain their membership. When the bank has accumulated 300 days, new employees may be deemed to have fully paid their contribution by contributing one (1) day of PTO for each year of the next five (5) year period, at which time the new employee shall be a fully paid contributor to the bank. PTO which is donated to the bank by new employees shall be maintained in a separate account which shall be used to replenish days which are used out of the sick leave bank. In the event that the supplemental bank is depleted, and the balance of the sick leave bank falls below a total of 300 days, all participating employees, in order to continue as participating members in the bank, will be required to contribute one (1) day PTO per year until the bank reaches an accumulation of 300 days.
4. A participating member will be able to use a maximum of forty-five (45) days from the bank per school year, which will be administered by the Superintendent or designee.
5. A member must contact the Superintendent in writing three (3) days in advance of requesting use of the sick leave bank in non-emergency

situations. In emergency situations, this three (3) day advance notice requirement can be waived by the Superintendent. The sick leave bank cannot be accessed retroactively.

6. Preconditions to be met prior to use of the sick leave bank:
  - a. This pool is for the protection of the individual participating employee during a long-term extended illness or disability of the employee, their spouse, or child, causing an absence from regularly assigned duties which extend more than three (3) duty days beyond the number of leave days which an individual participating employee has accumulated.
  - b. A member must have exhausted all leave resources after which the member will be in a three (3) day waiting period, during which time he/she will be on leave without pay. After returning to work, an individual may re-enter the sick leave bank, after demonstrating another three (3) day waiting period without pay. The total number of days of sick bank leave cannot exceed more than forty-five (45) days per school year.
  - c. A member must have taken a minimum of three (3) consecutive days of leave prior to accessing the sick bank on each request.
  - d. Use of the bank will be on a first-come, first-serve basis.
  - e. A doctor's statement will be required to enter the sick leave bank in all cases.
  - f. On or before the 15th of each month, the Superintendent or designee shall provide a written listing to the Association President of the number of days granted and the number of persons to which those days were granted for that month. Additionally, that listing will certify that no employee has received more than forty-five (45) days for the current school year.

## **SECTION VIII - WORKER'S COMPENSATION**

An employee injured in an accident during duty hours, or his/her representative, shall immediately upon the occurrence of an injury, or as soon thereafter as is practicable, but in no event more than five (5) days, give to the employee's immediate supervisor written notice of the injury. Failure to give notice shall result in all penalties applicable under the Worker's Compensation Act of South Dakota.

Failure to provide timely notice of a work-related injury will result in no coverage for the injury under the District's Worker's Compensation Insurance plan.

In the event of a work-related injury in which time off work is covered under worker's compensation, the employee must elect to receive paid time off (PTO) or compensation but not both in an amount in excess of the employee's regular rate of pay. An employee who has elected to use PTO and has sufficient leave to cover the time absent from work shall receive regular salary less any amount received for compensation up to, but not in excess of, the employee's regular daily rate of pay. The employee's PTO account shall be reduced pro-rata with the amount of PTO paid to the employee. Any PTO used for the period covered by the worker's compensation shall be returned to the employee up to, but not excess of, the amount of the compensation payments.

#### **SECTION IX - RETIREMENT BENEFITS**

Effective July 1, 2021 employees covered by this Agreement shall become eligible for enrollment in the South Dakota Retirement System.

#### **SECTION X - INSURANCE PROGRAM**

1. The District shall provide each classified employee with Full Single Coverage with a deductible of Five Thousand Dollars, (\$5,000), which includes medical insurance from Wellmark Blue Cross/Bl, vision insurance from VSP, dental insurance from Delta Dental, and group term life insurance policy from MetLife. If the employee elects coverage that exceeds the amount paid by the District for the Full Single Coverage (i.e., employee plus spouse plan, family plan, etc.), the District shall contribute the amount of the Full Single Plan towards the more expensive selected plan, and the employee shall authorize the District to withhold the amount exceeding the District's contribution from the employee's pay. If an employee elects coverage that is less than the contribution provided by the District, the difference will be retained by the District and not paid to the employee.

2. If the employee chooses not to elect one of the District's chosen health insurance plans, the employee may elect to instead receive the sum of Five Hundred Dollars (\$500.00) per month, payable in two (2) installments of Two Hundred Fifty Dollars (\$250.00) for the first two pay periods of each month. If the classified employee elects this option, they will still be responsible for their share of social security taxes, Medicare taxes and Federal Income Taxes. In this case, the employee will also still receive the MetLife Group Term Policy.

3. The employee may also elect to receive neither one of the District's chosen health care plans or the \$500 pay-out. In this case, the classified employee will still receive the MetLife Group Term Policy.

Classified staff will work sixty (60) days on a probationary status, which in some cases may be extended, before receiving a letter of intent to hire. At the end of sixty (60) calendar days, the employee becomes eligible for insurance coverage with the District's insurance program. Final selection of coverage listed above must be made within ten (10) days of becoming eligible.

## **SECTION XI - INSERVICE TRAINING PARTICIPATION**

Employees may be required to participate in specific in-service trainings programs when the immediate supervisor or Superintendent indicates a need exists for improvement or orientation. If this training is out of District, the District will pay for the cost of travel, lodging and meals, according to District allowable rates.

## **SECTION XII - SCHOOL CLOSING, LATE STARTS OR EARLY DISMISSAL**

School closings, late starts, or early dismissals shall mean closing or calling off school as authorized by the Superintendent. In the absence of the Superintendent, the final decision will be determined by his or her designee. When the conditions could harm the health, or endanger the life of students or staff (e.g., disease, inclement weather, or hazardous condition) all students, and staff will be dismissed. Any days lost by virtue of school closure shall be made up as determined by the School Board.

The decision as to dismissal of students and staff rests with the building principal, upon notification to and conference with the Superintendent or designee. Staff who are required to report to work for their specific work assignments prior to notification of school being called off, will be paid for the hours worked as designated on their time cards.

If there is a late start or early dismissal, building level staff will be granted administrative leave for the hours that school is not in session and for which staff does not work. County office staff will be granted administrative leave under this section when Batesland School closes for weather or the Superintendent dismisses the entire school District.

In cases where the Superintendent calls for a late start or early dismissal for the entire District, administrative leave will be granted for all employees.

## **SECTION XIII - GRIEVANCE PROCEDURE**

### **A. DEFINITIONS**

1. A "grievance" shall mean a complaint by an employee or employees employed by the District and covered by this Agreement that there has

been a violation, misinterpretation, or inequitable application of any of the terms of this Agreement, or existing board policy except that the term “grievance” shall not apply to any matter as to which (a) the method of review is prescribed by law, or (b) the Board of Education is without authority to act.

2. An “aggrieved person” is an employee or employees employed by the District asserting a grievance.
3. “Association” shall mean the Oglala Lakota County Classified Education Association.
4. “Board” shall mean the School Board of the Oglala Lakota County School District.

#### **B. PURPOSE**

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems that may arise from time to time. The proceedings under the procedure will be kept as informal and confidential as appropriate at any level of the procedure.

#### **C. REPRESENTATION**

Any aggrieved person or party in interest may be represented at any level of the grievance procedure by a person selected by the aggrieved person.

#### **D. TIME LIMITS**

1. No grievance shall be recognized unless it is presented within fifteen (15) working days after the aggrieved person knew, or should have known, of the act or condition on which the grievance is based, and if not so presented, the grievance will be considered as null and void. The same time limit shall apply to any group grievance as described in this Article.
2. If the employee fails to adhere to the time limits or procedures established in the procedure, the grievance shall be considered null and void.
3. If the aggrieved person or appropriate administrator is unable to attend or meet with the aggrieved person due to an absence or illness, the meeting will be rescheduled.
4. The time limits specified in this Article may be extended by mutual agreement, provided the time extension is requested within the time limits set forth in this Article.
5. If a time period provided in this Article expires during a weekend or vacation period occurring during the school year, the time limit shall be extended to include the next regularly scheduled working day.

#### **E. PROCEDURE**

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered the maximum, and every effort should be made to expedite the process. All grievances must be submitted on the required form to the Superintendent with a copy filed with the appropriate personnel as outlined below.
2. Level 1: The Level 1 grievance must be submitted within fifteen (15) working days of when the aggrieved person knew, or should have known, of the act or condition on which the grievance is based. The principal/supervisor shall hold the Level 1 meeting with the employee within fifteen (15) working days of the request, and a decision will be rendered within fifteen (15) working days following the Level 1 meeting. If the principal/supervisor fails to provide a written decision within fifteen (15) working days, then the aggrieved person may proceed to file at Level 2. This step may be waived by mutual written and signed agreement of the grievant and the immediate supervisor. If so, the grievance may proceed to Level 2 provided the grievant files the grievance at Level 2 within fifteen (15) working days.
3. Level 2: If the aggrieved person is not satisfied with the disposition of the grievance at Level 1, the aggrieved person may file the grievance in writing with the Superintendent or designee within fifteen (15) working days after the grievance decision has been rendered at Level 1. The Superintendent or designee shall meet with the aggrieved person in an effort to resolve the grievance. Such meeting shall take place within fifteen (15) working days after the receipt of the written grievance at Level 2. Within fifteen (15) working days after said meeting, a decision in writing shall be rendered to the aggrieved person. If the Superintendent fails to provide a written decision within fifteen (15) working days, then the aggrieved person may proceed to file at Level 3.
4. Level 3: If the aggrieved person is not satisfied with the disposition of the grievance at Level 2, the aggrieved person may file the grievance in writing with the School Board, with a copy to the Superintendent, within fifteen (15) working days after the grievance decision has been rendered at Level 2. The School Board will hold a hearing on the grievance within thirty (30) working days of receipt of the grievance. The aggrieved person will be notified a minimum of five (5) working days before the hearing. Within fifteen (15) working days after the hearing, the School Board shall render its decision in writing to the aggrieved party and the Association.
5. Level 4: If the aggrieved person is not satisfied with the disposition of the grievance at Level 3, the aggrieved party may within thirty (30) calendar days initiate an appeal to the Department of Labor and Regulation. The decision of the Department shall be binding on the aggrieved person and the District in accordance with the provisions of SDCL 3-18-15.2. The

investigation and hearing held by the Department shall be conducted in accordance with the rules and regulations of the Department.

6. It is specifically and expressly understood and agreed that an appeal to the Department of Labor and Regulation constitutes an election of remedies and a waiver of any and all rights by the appealing party or parties and his or her representative(s) to litigate or otherwise contest the appealed subject matter in any court under SDCL 13-46, except in the form of an appeal from the decision of the Department of Labor and Regulation as provided in SDCL 1-26.

#### **F. MISCELLANEOUS PROVISIONS**

1. The District shall not retaliate against any employee for participation in the grievance procedure.
2. If a grievance affects a group of employees from more than one (1) building, such grievance may be submitted in writing directly to the Superintendent's office, and the processing of such grievance may be commenced at Level 2. A group grievance must be submitted within the time limitations set forth in D above.
3. The District and Association shall provide and utilize the grievance procedure form attached to this Agreement as Appendix F. A supply of grievance forms shall also be on file with the business office and the Superintendent.
4. All procedural documents and records dealing with the processing of a grievance shall be kept in separate sealed portion of the personnel file of any of the participants. Any such documents and records may only be opened based upon the written approval by the Superintendent.
5. The District shall make available to the aggrieved person or the aggrieved person's representative all pertinent information, not privileged under law, in its possession or control that is relevant to the issues raised in the grievance.
6. When it is necessary for an aggrieved person or representative to attend a meeting or a hearing called during the school day, such person(s) shall make advance arrangements with the principal and they shall be released without loss of pay for such time as their attendance is required at such meeting or hearing.
7. Employees who voluntarily terminate their employment will have their grievances immediately withdrawn.
8. Neither school vehicles nor school supplies shall be provided or used by the Association or its members in connection with any grievance filed.

#### **G. SELF REPRESENTATION**

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

#### **H. DAYS DEFINED**

Except as otherwise expressly provided, the term "Days" as used in this policy shall mean school days.

#### **I. COPY OF THE AGREEMENT**

An executed copy of the negotiated agreement shall be posted on the District website for review and use by the employees covered by this Agreement. Notification of such posting will be reflected on the individual wage memorandums of the employees covered by this Agreement.

#### **SECTION XIV - EFFECTIVE DATE AND DURATION OF AGREEMENT**

- A. This Agreement shall be effective as of July 1, 2024, through June 30, 2025.
- B. Written notice of a party's desire to amend this agreement for the 2025-2026 fiscal year must be made to the other party no sooner than February 15, 2025, and no later than March 1, 2025.

**Classified Staff Schedule  
Appendix A**

|                     | Custodians<br>Cooks<br>Hall Monitors<br>SPED Monitor,<br>Daycare Worker,<br>District Courier | Mechanic/Grounds<br>Maintenance/Grounds<br>Cook Manager<br>Receptionists | Instructional<br>Aides<br>SPED Aides<br>Student<br>Advocates |
|---------------------|--|--|--|
|                     |  | All School Clerical  | Health Aides<br>Teacher Trainees                             |
| Designated<br>Step* | A  | B  | D  |
| 0                   | 17.00  | 20.18  | See Attached<br>Salary schedule                              |
| 1                   | 17.27  | 20.45  | Salary schedule  |
| 2                   | 17.53  | 20.71  | Determined by  |
| 3                   | 17.80  | 20.98  | credits<br>listed below.                                     |
| 4                   | 18.06  | 21.24  |  |
| 5                   | 18.33  | 21.51  |  |
| 6                   | 18.59  | 21.77  |  |
| 7                   | 18.86  | 22.04  |  |
| 8                   | 19.12  | 22.30  |  |
| 9                   | 19.39  | 22.57  |  |
| 10                  | 19.65  | 22.83  |  |
|                     |  |  |  |
|                     |  |  |  |

\* Designated Step reflects the placement of the employee on the salary schedule and is indicative of an employee's years of service up to a maximum of ten (10) years. Considerations for placement include prior experience in the designated field and/or educational background.

\* 2024-2025, the scales reflects a 35 cent raise.

**Classified Staff Schedule  
Appendix B**

| Classified Staff |              |               |                |              |
|------------------|--------------|---------------|----------------|--------------|
| Years            | 0-47 Credits | 48-89 Credits | 90-110 Credits | 111+ Credits |
| 0                | \$17.00      | \$18.06       | \$19.12        | \$20.18      |
| 1                | \$17.27      | \$18.33       | \$19.39        | \$20.45      |
| 2                | \$17.53      | \$18.59       | \$19.65        | \$20.71      |
| 3                | \$17.80      | \$18.86       | \$19.92        | \$20.98      |
| 4                | \$18.06      | \$19.12       | \$20.18        | \$21.24      |
| 5                | \$18.33      | \$19.39       | \$20.45        | \$21.51      |
| 6                | \$18.59      | \$19.65       | \$20.71        | \$21.77      |
| 7                | \$18.86      | \$19.92       | \$20.98        | \$22.04      |
| 8                | \$19.12      | \$20.18       | \$21.24        | \$22.30      |
| 9                | \$19.39      | \$20.45       | \$21.51        | \$22.57      |
| 10               | \$19.65      | \$20.71       | \$21.77        | \$22.83      |

Beginning July 1, 2017, when an Instructional Aide, SPED Aide, Health Aide, or Teacher Trainee earns ten (10) additional new credits, related to their field, they shall receive an additional fifty (50) cents per hour.

Newly hired Special Education Paraprofessionals will receive a One Thousand Two Hundred Dollar (\$1,200) bonus (less applicable deductions required by law) for the School Year 2024-2025. Payment of this bonus shall be made in August of the contract year. If a Special Education Paraprofessional resigns during the school year, the bonus for that year shall be deducted from the paraprofessional's salary. If a paraprofessional begins after the start of the school year, the bonus will be prorated to days actually worked. Newly hired drivers will receive a \$250.00, one-time only bonus incentive upon providing proof of a Valid CDL license.

Beginning July 1, 2024, when a classified employee completes the certifications cited below, they will be paid a one-time certification incentive. For certifications that require renewals, the employee will be paid the incentive each time the renewal is required.

- ✓ \$150.00 ServSafe, EPA Pest Certificate, EPA Water tower Certificate
- ✓ \$250.00 South Dakota Sentinel Certificate

**Classified Staff Schedule  
Appendix C  
Transportation Salary Schedule (Daily Rate)**

| Years of Service | (0-4)    | (5-9)    | (10-14)  | (15-19)  | (20-24)  |
|------------------|----------|----------|----------|----------|----------|
| Non-CDL          | \$59.12  | \$64.42  | \$69.72  | \$75.02  | \$80.32  |
| CDL-C            | \$70.72  | \$76.02  | \$81.32  | \$86.62  | \$91.92  |
| CDL-A/B          | \$119.42 | \$124.72 | \$130.02 | \$135.32 | \$140.62 |

Drivers must provide proper endorsements and keep their status current. Notice from the state for a down-graded license will result in a payroll adjustment at the next payroll. Drivers will be given 30 days to reinstate their license. Failure to do so will result in a breach of contract.

The day rate per driver includes a morning and afternoon delivery of students regardless of the length of the trip.

Drivers assigned to buses that have 20 passengers or more will receive an additional \$1.00 per day salary increase. Driver bus size assignments to be included in the letter of intent to hire.

Drivers assigned to buses that have 38 passengers or more will receive an additional \$2.00 per day salary increase. Driver bus size assignments to be included in the letter of intent to hire.

Bus Drivers will be paid for a double run or two runs if the driver returns to the school for a second full trip.

**Activity Runs:**

Activity runs include field trips, ball games, pow-wows, etc. that involve taking the students from their regular school setting to another location.

1. Activity runs where each way mileage does not exceed 100 miles: \$63.00 each way. Wait time begins once the bus is stopped.
2. Activity Runs in excess of 100 miles each way in state: \$100 each way. Wait time begins once the bus is stopped.
3. Activity Runs in excess of 200 miles each way out of state: \$150.00 each way. Wait time begins once the bus is stopped and ends during the sleeping hours of 10:00 PM through 6:00 AM. Consecutive days on location would be \$63.00 full day driving at the activity with wait time when parked.

After School Activity Runs (travel to student's home): (i.e., sport practice, tutoring, Lakota games, etc.) 50% of daily run

After school activity runs are runs made after the regular school hours to student homes that did not include the student leaving their regular school setting (i.e., basketball practice, after school tutoring).

Wait time the District base rate per hour for bus drivers only.

Classified staff serving also as Bus Monitors and Chaperones will be paid the state hourly minimum wage for additional time above the contracted hours and will be paid time and a half for overtime hours.

Substitute bus drivers must fill out the driving sheet that shows which contracted driver they are substituting for, and the roster of students transported. The payroll office and transportation office will supply the form.

Any student transportation during the school day will not be considered a bus run or substitute bus run and will not be compensated.

**Classified Staff Schedule  
Appendix D**

| District Office Secretarial and Assistant Pay Scale (230 days) |                        |           |              |
|--|------------------------|-----------|--------------|
|  | Experience only Hourly | AA Hourly | BA/BS Hourly |
| 1  | \$20.18                | \$20.30   | \$20.55      |
| 2  | \$20.45                | \$20.58   | \$20.83      |
| 3  | \$20.71                | \$20.96   | \$21.21      |
| 4  | \$20.98                | \$21.34   | \$21.59      |
| 5  | \$21.24                | \$21.77   | \$22.02      |
| 6  | \$21.51                | \$22.21   | \$22.46      |
| 7  | \$21.77                | \$22.64   | \$22.89      |
| 8  | \$22.04                | \$23.08   | \$23.33      |
| 9  | \$22.30                | \$23.51   | \$23.76      |
| 10   | \$22.57                | \$23.95   | \$24.20      |

**Classified Staff Schedule  
Appendix E**

|       | SRO     | Tech    | Transportation<br>& Housing<br>Coordinator |
|-------|---------|---------|--|
| Start | \$19.85 | \$24.35 | \$22.35                                    |
| 1     | \$20.10 | \$24.60 | \$22.60                                    |
| 2     | \$20.35 | \$24.85 | \$22.85                                    |
| 3     | \$20.60 | \$25.10 | \$23.10                                    |
| 4     | \$20.85 | \$25.35 | \$23.35                                    |
| 5     | \$21.10 | \$25.60 | \$23.60                                    |
| 6     | \$21.35 | \$25.85 | \$23.85                                    |
| 7     | \$21.60 | \$26.10 | \$24.10                                    |
| 8     | \$21.85 | \$26.35 | \$24.35                                    |
| 9     | \$22.10 | \$26.60 | \$24.60                                    |
| 10    | \$22.35 | \$26.85 | \$24.85                                    |

Dated at Batesland, South Dakota this 21 day of May, 2024, effective July 1, 2024.

UGLALA LAKOTA COUNTY  
SCHOOL DISTRICT 65-1

Bryan Bruner  
President, Oglala Lakota County School Board

UGLALA LAKOTA COUNTY CLASSIFIED  
EDUCATION ASSOCIATION

Christine O'Donnell  
President, OLCCEA

**APPENDIX F**

**GRIEVANCE PROCEDURE FORM**

**REQUEST FOR SETTLEMENT OF GRIEVANCE LEVEL ONE FORM**

Date of presentation to Principal:

Name of Aggrieved Person:

Home Address:

School:

Principal:

Nature of Grievance including provision of policy alleged to have been violated:

Settlement Requested:

Has the grievance been processed at the Informal Level? \_\_\_\_

Date of informal discussion: \_\_\_\_\_

Signature \_\_\_\_\_ Aggrieved Person

*\*Attach any relevant documentation and written notice provided to your supervisor regarding the Informal Procedure.*

**REPLY TO LEVEL ONE GRIEVANCE**

Date reply sent to Aggrieved Person:

Name of Aggrieved Person:

Home Address:

School:

Date of presentation of grievance to Principal:

Decision of Principal:

Signature \_\_\_\_\_ Principal

**REQUEST FOR SETTLEMENT OF GRIEVANCE LEVEL TWO FORM**

Date of presentation to Superintendent:

Name of Aggrieved Person:

Home Address:

School:

Date of Reply to Level One grievance:

State reason for submission of grievance to Level Two:

Settlement requested:

Signature \_\_\_\_\_ Aggrieved Person

*\*Copies of Level One Request for Settlement of Grievance and Reply must be attached.*

**REPLY TO LEVEL TWO GRIEVANCE**

Date Reply sent to Aggrieved Person:

Name of Aggrieved Person:

Home Address:

School:

Date of submission of Grievance to Superintendent:

Decision of Superintendent:

Signature \_\_\_\_\_ Superintendent

**REQUEST FOR SETTLEMENT OF GRIEVANCE LEVEL THREE FORM**

Date of submission to President of the School Board:

Name of Aggrieved Person:

Home Address:

School:

Date of Reply of Superintendent to LEVEL TWO Grievance:

State Reason for Submission of Grievance to Level Three:

Settlement Requested:

Signature \_\_\_\_\_ Aggrieved Person

*\*Copies of all previous grievance forms and replies must be attached.*

**REPLY TO LEVEL THREE GRIEVANCE**

Date Reply sent to Aggrieved Person:

Name of Aggrieved Person:

Home Address:

School:

Date of Submission of grievance to President of the School Board – Level Three:

Date of Hearing with School Board:

Decision of the School Board:

Signature \_\_\_\_\_ President, School Board