

CLASSIFIED MASTER CONTRACT

BETWEEN THE
HOT SPRINGS EDUCATION ASSOCIATION
AND THE
HOT SPRINGS BOARD OF EDUCATION



Hot Springs School District 23-2
Hot Springs, South Dakota SY25-26

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MASTER CONTRACT
WITNESSED

WHEREAS, upon the completion of negotiations, the parties have reached agreement on the items contained in this contract. This Master Contract is a one-year agreement with no economic or non-economic openers by and between the Board of Education of Hot Springs School District 23-2, of Hot Springs, South Dakota, hereinafter called the "BOARD", and the Hot Springs Education Association, hereinafter called the "ASSOCIATION".

Provisions of this Master Contract shall continue and remain in full force and effect as binding on the parties until the first day of August **2025**. If a new and substitute agreement has not been entered into prior to August 1, **2025**, the terms of this Master Contract shall continue in full force and effect until such substitute agreement is adopted, which shall then be fully retroactive to August 1, **2025**.

This agreement shall be effective as of the commencement of the **2025-2026** school year. If either party desires to amend this agreement for the **2026-2027** school year, such party shall give written notice to the other party no sooner than **January 20, 2026**, and no later than **February 15, 2026**. Negotiations shall then commence and proceed as mutually agreed to by the parties, sixteen (16) school days after written notice is given at the earliest. All negotiations shall be governed by the provisions of SDCL 3-18.

DOCUMENT AUTHORIZATION

IN WITNESS WHEREOF, all of the parties hereto have caused this Master Contract to be signed by their respective presidents and attested to by their respective secretaries all on the day and written thereunder.

HOT SPRINGS BOARD OF EDUCATION

By: _____
President

ATTEST: _____
Witness

DATE: _____

HOT SPRINGS EDUCATION ASSOCIATION

By: _____
Chief Classified Negotiator

ATTEST: _____
Witness

DATE: _____

ARTICLE I: RECOGNITION AND NEGOTIATIONS

PURPOSE AND ACKNOWLEDGEMENTS:

This Agreement is formulated to strengthen the education program of the Hot Springs Public

Schools and the bond of cooperation between the Board of Education and the Professional Staff. To this end, it is acknowledged:

That the welfare of children will be given first consideration;

The improvement of educational opportunities for boys and girls in the Hot Springs Public Schools is paramount;

That attainment of the educational objectives of the Hot Springs Public Schools requires mutual understanding and cooperation between the Board of Education and the Professional Teaching Personnel, free and open exchange of views being desirable and necessary.

That the Board of Education has the legal responsibility for operation of the public schools and is capable of carrying out the terms of this Agreement;

That the Hot Springs Education Association is a professional organization capable of carrying out the terms of this Agreement;

That the members of the Board of Education, Administration, and the Hot Springs Education Association have specified roles and specific responsibilities inherent by the nature of their position;

That the professional negotiations will be conducted in good faith and on the highest professional level of ethical conduct;

That teaching is a profession requiring specialized qualifications and that the success of the educational program in the school district depends upon the maximum utilization of the abilities of professional staff in an atmosphere of mutual respect and professional dignity;

And, that Section 2 of Article VI of the South Dakota Constitution reads "No person shall be deprived of life, liberty, or property without due process of law. The rights of persons to work shall not be denied or abridged on account of membership or non-membership in any labor union or labor organization.

RECOGNITION:

The Board of Education of Hot Springs School District 23-2, hereinafter referred to as the BOARD, recognizes the Hot Springs Education Association, hereinafter referred to as the ASSOCIATION, as the exclusive official representatives and bargaining unit of certified and classified staff of the district for the purpose of negotiations. The contract negotiations for certified staff and classified staff will take place at the same time and place with the Board. Professional staff must be certified by the State of South Dakota Department of Education to teach.

REPRESENTATION:

The BOARD and the ASSOCIATION will select their own representatives for negotiations. Protocol/Ground Rules will be written and agreed upon prior to negotiations.

AREAS OF NEGOTIATION:

1. The negotiators for the BOARD and the negotiators for the ASSOCIATION shall meet at such times as provided herein and negotiate with respect to rates of pay, wages, hours of employment and other conditions of employment in accordance with the provisions of SDCL 3-18.

2. The responsibility of the BOARD in determining and carrying out policies for the school district as elected representatives shall not be changed or infringed in any manner by this agreement.

PROCEDURES:

1. Directing Requests

Requests for meeting with representatives of the ASSOCIATION will be made for the BOARD by the Superintendent of Schools and will be directed to the President of the ASSOCIATION.

Requests for meeting with representatives of the BOARD will be made for the ASSOCIATION by the Negotiation Representatives of the ASSOCIATION and will be directed to the Superintendent of Schools as the representative of the BOARD.

2. Meetings

A meeting of the Negotiations Committee consisting of representatives of the BOARD and the ASSOCIATION shall be set within sixteen (16) school days after a written request is received from either the Superintendent of Schools, representing the BOARD, or the Negotiation Representatives of the ASSOCIATION. Such meetings shall be held at a mutually agreed location, time, and date.

The Representatives appointed by each party shall have power to negotiate for that party and make tentative agreements. However, final agreement shall be contingent upon ratification by the BOARD and by the ASSOCIATION.

RATIFICATION:

1. Upon tentative agreement between the parties, all items of agreement shall be reduced to writing and submitted to the BOARD and the ASSOCIATION for ratification.
2. Upon ratification by the parties, a mutually acceptable written Master Contract shall be signed by the President of the BOARD and the President of the ASSOCIATION. Said Master Contract shall then be binding upon the parties for its duration.
3. There shall be three (3) signed copies of any final Classified Master Contract. One (1) copy shall be retained by the BOARD, one (1) copy by the ASSOCIATION and one (1) copy by the Superintendent.
4. Within thirty (30) calendar days after ratification by both parties the BOARD will provide access to each professional staff member in the system an approved copy of the Master Contract in electronic format.

COMMUNICATION:

Members of the ASSOCIATION will be permitted to discuss and transact association business on school property at reasonable times. This shall not interfere with nor interrupt normal school operations. Prior notice shall be given to the building principal if any special arrangements have to be made in order to transact association business on school property. A bulletin board, located in staff lounges, will be made available for use by the ASSOCIATION.

MEETINGS:

The ASSOCIATION and its representatives shall have the right to use school facilities for meetings beyond the established school day provided that when such usage requires extra utility costs and

custodial service, the BOARD may make a reasonable charge thereof. The charge, if any, shall be clearly stated at the time arrangements are made, and shall conform to BOARD policy with regard to use of the facilities by civic groups. Such use shall not interfere with the school program. Scheduling of the facilities shall be arranged by the district office.

SCHOOL MAIL:

The ASSOCIATION shall have the right to use, except for personal use, inter-school mail facilities, school mailboxes, and email as long as Inter-school mail facilities, school mailboxes, and email may not be used for the distribution of materials which endorse the election of one political candidate over another. However, the ASSOCIATION shall be allowed to distribute such information by other methods provided each distribution is aimed at ASSOCIATION members and does not use the school mail facilities.

CONFORMITY TO LAW:

Negotiations between the BOARD and the ASSOCIATION shall be governed by the provisions of SDCL 3-18 as they now exist or as they may be changed from time to time by the legislative and judicial process.

If any provisions of the Master Contract or any application of the Master Contract to any professional staff member or group of professional staff be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. In that event, the parties to this Master Contract shall meet immediately and negotiate a substitute provision.

ARTICLE II: INSURANCE

- A. A nine (9) member committee will be appointed with three (3) members appointed by the BOARD and three (3) members by the ASSOCIATION and three (3) representatives from the support staff. Where local leadership has made good faith efforts to get all representation and no volunteers step up, it should not be construed as a violation of this item. The responsibility of this committee will be to make recommendations to the BOARD in regard to group health insurance carrier and coverage with the group health coverage substantially the same unless otherwise approved by the ASSOCIATION. Bids will be obtained prior to April 15th or as soon as available and there after every Three (3) years.
- B. The completed recommendation of the committee must be in the business office by May 1 unless extended by mutual agreement of the ASSOCIATION and the BOARD.
- D. In addition to the above, the BOARD will provide the minimum available amount of term life insurance but not less than \$15,000 for each professional staff member working a minimum of 20 hours per week.
- E. Coverage of all employees shall be from the first day of the first full month of employments they assume their duties for the School District i.e., for those assuming their duties prior to the commencement of the teaching year, through extended contracts or extra-curricular contracts, insurance coverage shall be concurrent with the first day of the first full month of employment is severed for whatever reason for those professional staff members who complete the school year. Classified staff contracted for .5 FTE per week but not full time receive one-half the insurance benefits spelled out in the Master Contract. Those contracted for less than .5 FTE per week receive no insurance benefits.

ARTICLE III: EQUIPMENT AND SAFETY

Section 1 Safe Equipment

The Board shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition. Employees agree to immediately notify their supervisor of any unsafe equipment or working condition. It shall be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is justified. All equipment which is refused because it is not mechanically sound or properly equipped shall be appropriately tagged so that other members cannot use it until the Board has adjusted the complaint. After equipment is repaired the Principal/Department Head shall notify the employees of the same. Disputes concerning the safety of equipment shall be handled through the grievance procedure.

Section 2 Work Environment

An employee shall not work in any environment without the proper safety equipment. Every paraprofessional and custodian will have access to a computer to check e-mail and other district forms and information.

Section 3 Safety

The Board shall promote safety within each Department. Employees shall share responsibility for observing safety rules and practices and are to report unsafe working conditions or equipment to their Principal/Department Head.

ARTICLE IV: PROBATIONARY EMPLOYEES

Section 1 New Employees/Changing Positions

- A) Newly hired employees and employees changing jobs shall be probationary employees with regard to job skills and job performance for the first six (6) working months of employment. During the probationary period, the employee shall not gain seniority and shall not be eligible to move on to any new job. Upon giving written notice to the Hot Springs Classified Association within the first six (6) months, the District shall have in its sole discretion the ability to extend the probationary period for an additional three (3) working month period. The District shall have the right to discharge probationary employees during the probationary period at will without just cause and such employees shall not have recourse through the grievance procedure. Upon the completion of the probationary period the name of the employee shall be added to the employee list as of the date of last hire.
- (1) Employees who change jobs have a right to go back to their former jobs if they are unable to perform adequately in the new position at no loss of seniority and at previous pay scale as long as the position is still available.

Section 2 Lie Detector Test

No employee, once hired, shall be required to take any form of lie detector test as a condition of continued employment. The Employer will adhere to all Federal and State laws governing the use of lie detector tests.

ARTICLE V: SENIORITY

Section 1 Vacancies

Both parties agree that, along with other considerations, seniority, job performance, education, experience and job skills will be equally considered in filling vacancies. Departmental seniority shall be a factor in filling vacancies and in making promotions and demotions. All actions taken in these areas shall be taken with due consideration to ability and experience. If all other considerations are justifiably equal, seniority will prevail. If seniority is bypassed the employee shall, upon request, be furnished with written reasons therefore and such affected employee may process his/her complaint through the grievance procedures under this Agreement.

Section 2 Definitions

- A) Seniority means the length of continuous service with the Hot Springs School District.
- B) Seniority with the District shall count towards employee's benefits such as holidays, vacation, etc. if the employee is reduced in hours by a management directed reassignment.
- C) These benefits shall not be reduced for a present Hot Springs School District employee beginning service within the bargaining unit.

Section 3 Termination of Seniority

- A) Seniority and the employment relationship shall terminate when an employee:
 - (1) Quits;
 - (2) Is discharged for just cause;
 - (3) Is retired;
 - (4) Fails to report for work, after a layoff, after being notified to return, unless such time is extended in writing by the Department Head;
 - (5) Is absent from work without notifying the Employer, unless he/she presents evidence to the Employer that it was impossible to provide such notice.
- B) The Principal/Department Head shall notify the Hot Springs Classified Association and those employees, who are to return to work after layoff, by mailing a written notice by certified mail, return receipt requested; to the last address furnished the Board by the employee.
 - (1) Any employee thus notified must, within ten (10) days after the receipt of such notification; advise the Principal/Department Head whether he or she intends to return to work.
 - (2) Such notice shall be sent not more than ninety (90) days prior to the recall date.
- C) The periods mentioned previously in this paragraph shall commence on the date personally served.
- D) Each employee shall keep the Department Head advised of his or her correct address.

Section 4 Layoff

- A) A layoff is the separation of any employee from the School Board for lack of work or lack of funds, or for reasons other than the acts or delinquencies of the employee.
- B) Probationary, part-time, temporary, and seasonal employees shall be laid off first within the department, with such considerations as seniority, job performance, education, experience, and job skills equally considered.
- C) Employees being laid off shall be given written notice, when circumstances permit, thirty (30) calendar days in advance of such layoffs.

- D) The Hot Springs Classified Association shall also be given written notice, when circumstances permit, of all layoffs in the bargaining unit thirty (30) calendar days in advance of such layoffs.
- E) Employees will be recalled to work as vacancies arise in the reverse order of their layoff.
- F) In the event of layoff of a full time position, the full time employee whose job was eliminated, shall have the opportunity to displace part time employees and shall have recall rights to full time openings in accordance to this Agreement.

Section 5 Reductions in Force

- A) The number of employees may be reduced due to a change in programs, a change in the size or nature of the student population, or budgetary considerations. The board will attempt to accomplish such a reduction through normal staff attrition.
- B) In the event reduction of staff is necessary, seniority, job performance, education, experience, and job skills will be considered in determining employees who will be affected by either layoff, or changes in position. Employees being terminated will be given two weeks' notice.
- C) In the event classified staff are laid off due to a Reduction in Force, and a position within the district is opened for which they are qualified and interested, for a period of one year they will be offered the opportunity to be considered first with the applicants who are employed with the district in filling the position.
- D) Once the laid off employee has been offered a position within the district and declines that position, or declines the opportunity to be considered for a position, they will no longer be considered first with the applicants who are employed within the district in filling positions that come available.
- E) If a position to be eliminated due to a Reduction in Force, classified staff in the following Departments will be considered a group in determining who will be laid off.
 - (1) Educational Technicians: Non-Instructional (Playground Helpers and Monitors)
 - (2) Educational Technicians: Instructional (Special Education, District, Chapter I and Tutors)
 - (3) Building Secretaries
 - (4) Food Service (Cooks, Bakers, Food Service Helpers)
 - (5) Transportation: Bus Drivers
 - (6) Maintenance (Custodians, Maintenance)
 - (7) Tutors and Indian Education Coordinator

Only supervisors within a category may "bump" an employee

Section 6 Reassignment

- A) An employee who is not able to continue to satisfactorily perform the work in the classification to which the employee is assigned, on account of change of health, physical handicap or partial incapacity as a result of employment in their Department, may be transferred without posting to another classification in their Department or another Department within the School District.
- B) The transfer shall be on a temporary basis and shall occur when there is work available that the employee can perform.
- C) Upon transfer, the employee shall be paid at the rate for the position to which the employee is temporarily transferred.

Section 7 Notices of Vacancies and Positions

- A) The Department Head shall email all vacancies and new positions within the Department. Any eligible employee applying for said vacancy or opening should be given consideration for the position.
- B) Upon request in writing by the employee, he or she will be advised in writing of the reasons why he or she was not selected for the position.
- C) If vacancy or new position were in the bargaining unit, then Section 1 of the Article would also apply.

ARTICLE VI: GRIEVANCE AND APPEALS PROCEDURE

Section 1 GRIEVANCE PROCEDURE

A) DEFINITION

- (1) A grievance is a claim by a classified staff member or a group of classified staff that there has been a violation, misinterpretation, or inequitable application of an existing agreement, contract, policy, rule or regulation of the Board of Education as they apply to conditions of employment.

Section 2 PURPOSE

- A) The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare of terms or conditions of employment of classified staff. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- B) Nothing herein contained shall be construed as limiting the right of any classified staff member from having a grievance adjusted without the intervention of the ASSOCIATION, provided that the adjustment is consistent with terms of this agreement, and that the Association has been given the opportunity to be present at such adjustment and to state its view. The ASSOCIATION will receive from the superintendent a summary of the findings in the grievance settlement.

Section 3 PROCEDURE

- A) Since it is important that grievances be processed as rapidly as possible, the number of working days indicated at each level should be considered as a maximum and every effort made to expedite the process. The time limits specified may, however, be extended in writing by mutual agreement.
- B) In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practical.
- C) In the absence of extenuating circumstances, the classified staff member filing the grievance will initiate the process within sixteen (16) working days of his/her awareness of the incident or action precipitating the grievance.
- D) A classified staff member, a group of classified staff, or the ASSOCIATION with a grievance shall first discuss it with his/her principal or immediate supervisor with the objective of resolving the matter informally.
- E) Formal Steps (Levels)
 - (1) Level I: If the grievance remains unresolved at the informal level, the classified staff member may first file his/her grievance with the immediate supervisor within ten (10) working days of the occurrence of the event being grieved. Within five (5) working days after receiving the grievance, the immediate supervisor will render his/her decision. The classified staff member shall state the policy which is being violated, misinterpreted, or inequitably applied and the remedy sought. Forms for submitting grievances will be provided in the appendix of this document.
 - (2) Level II: If the grievant is not satisfied with the decision at Level I, he/she may file the grievance with the superintendent within five (5) working days after the decision was rendered at Level I. The superintendent will meet with the grievant within five (5) working days of receiving the grievance. The superintendent shall render his/her decision within five (5) working days after the meeting.
 - (3) Level III: If the grievance remains unresolved at Level II, the grievant may file the grievance with the Board President or designee within five (5) working days of the superintendent's decision. Member or members of the Board and any representatives of the Board will meet with the grievant within five (5) working days of receiving the grievance. The Board shall render its decision within five (5) working days after its next regular meeting.

- (4) Level IV: If the grievance remains unresolved, the grievant may appeal the Board's decision to the Division of Labor and Management, South Dakota Department of Labor for resolution.

Section 4 RIGHTS OF CLASSIFIED STAFF TO REPRESENTATION

- A) Any party in interest may be represented at all stages of grievance procedure by himself/herself or, at his/her option, by a representative selected or approved by the ASSOCIATION.
- B) No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any building representative, any member of the ASSOCIATION, or any other participant in the grievance procedure by reason of such participation.

Section 5 MISCELLANEOUS

- A) If, in the judgment of the ASSOCIATION, a grievance affects a group or class of classified staff, the Association may submit such grievance in writing to the superintendent directly and the processing of such grievance through all levels of the grievance procedure even though some aggrieved persons do not wish to do so.
- B) All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
- C) Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the superintendent and the ASSOCIATION and given appropriate distribution so as to facilitate operation of the grievance procedure.
- D) All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.
- E) When it is necessary for a representative or representatives designated by the ASSOCIATION to attend a meeting, or a hearing called during the school day, the Superintendent's office shall so notify the principal of such Association representatives, and they shall be released without loss of pay for such time as their attendance is required at such meeting or hearing.
- F) The Board agrees to make available to the aggrieved person and his/her representatives all pertinent information not privileged under law in its possession or control and which is relevant to the issues raised by the grievance.
- G) All time limits expressed herein consist of working days. Failure of the grievant to comply with time limits will constitute a withdrawal of the grievance. Failure of the District to comply with time limits will constitute a settlement of the grievance in accordance with the requested remedy.
- H) The grievant may request a conference with the appropriate supervisor, superintendent or Board at Levels I, II, or III. If such a conference is requested, a date shall be set for the conference within five (5) calendar days of the request. The time period for the district to respond to the grievance will commence after the conference is held.
- I) Courtesy copies of the grievance decisions at all levels of the formal procedure will be provided the Association.
- J) Grievance appeals and responses at all formal levels shall be in writing.

ARTICLE VII: HOURS OF WORK

Section 1 Workweek and Workday

- A) Employees shall be paid for all time spent in the employ of the Employer. The normal workweek is forty hours per week and the period used for computation of pay is from 12:01 AM Sunday to 12:00 midnight the following Saturday. The schedule of hours to be worked during the workweek will be determined by the Department Head or their designee. Regular weekly work schedules shall consist of consecutive daily shifts.

Section 2 FULL-TIME vs. PART-TIME

- A) Full-time staff are those working 32-40 hours or more per week, for the Hot Springs School District, and are eligible for all benefits.

- (1) This includes those persons who are employed in more than one job category (i.e., part time Noon Monitor, 16 hours per week plus part time Night Custodian 16 hours per week total 32 hours per week) equals eligible for benefits.

- B) Permanent Part-Time Employees

The term permanent “part-time” employee shall mean part-time positions, which require at least twenty (20) hours per week but less than forty (40) regularly scheduled hours of compensated work per week and designated as permanent “part-time” by job description.

- C) Part-time staff are those working less than twenty (20) hours per week and are not entitled to any Extra benefits.

- D) If moving from full-time to part-time, the employee is still allowed to use up accumulated Leave.

Section 3 Breaks

- A) All employees shall be granted a lunch break that shall be unpaid.

- (1) Whenever possible, the lunch break will be scheduled near the middle of the employees shift and shall not be less than thirty (30) minutes. The Supervisor shall determine the exact schedule and length of lunch breaks.

- B) Non-classroom employees working a ten hour shift may participate in a fifteen (15) minute rest periods during the shift, subject to the operational needs of the Supervisor. The Supervisor will schedule the breaks.

Section 4 Overtime

Employees will work overtime only as authorized by the Director or the employee's immediate Supervisor. Insofar as possible, opportunity to work overtime shall be distributed as equally as practicable among the employees.

Section 5 Overtime and premium pay

- A) One and one-half (1½) times the employee's regular hourly rate of pay shall be paid for work under the following condition:

- (1) All work performed in excess of forty (40) hours in any workweek in accordance with Federal Wage and Hour guidelines.

Section 6 Vacation Pay

An employee shall receive pay for the same number of hours occurring on each day of his or her normal scheduled work week when taking vacation days, sick leave days, and similar days of paid leave.

Section 7 Non-Compensated Emergency Services

Employees who respond to non-compensated emergency services, such as fire calls or civil defense, will be paid for all regular shift hours.

ARTICLE VIII: HOLIDAYS

Section 1 Full-Time Employees

- A) The holidays recognized under this agreement for permanent, full time 12-month employees include. All others would be prorated accordingly (full time = 8 hours; part time = 4 hours). Holidays are an 8 hour benefit regardless of schedule.

DAYS OFF WITH PAY (Twelve-Month Staff)

- | | |
|---------------------------|----------------------------|
| 1. July 4 th | 7. New Year's Day |
| 2. Labor Day | 8. *Martin Luther King Day |
| 3. Thanksgiving Day | 9. *Presidents' Day |
| 4. Day after Thanksgiving | 10. Good Friday |
| 5. Christmas Day | 11. Memorial Day |
| 6. Christmas Eve | 12. Juneteenth |

- B) If this is a school day, the holiday will be taken on a different day during that pay period. If a holiday falls on a Saturday or Sunday, on approval from their supervisor, employees can make up hours anytime within that holiday's pay period in four (4) or eight (8) hour blocks.
- C) Year-round employees who do not work full-time will have holiday time pro-rated to reflect the actual hours worked by the employee.

Section 2 Holiday Pay

Employees eligible under this Agreement shall receive regular hours of pay at their regular rate of pay for each holiday recognized by the Agreement on which no work is performed. If work is required by the District and is performed on such recognized holiday, the employee shall be paid the employee's time and a half (1½) rate of pay for all hours worked on such holiday.

ARTICLE IX: LEAVES OF ABSENCE

Section 1 Personal Leave (9 and 10 Month Employees)

Two days per year may be granted by the supervisor for personal reasons. Employees hired before January 1 receive two days. Employees hired January 1 or later receive one day. At the end of the fiscal year, a payment of \$40 per day of unused personal leave will be paid to each classified employee.

If an employee resigns prior to the start of the second semester and uses both personal leave days, one personal leave day will be owed back to the district.

Section 2 Vacation Leave (12 Month Employees)

- A) Paid annual vacation leave will be granted to all full-time employees who regularly work twelve calendar months a year. The first day of the month in which the employee is hired for a position within the bargaining unit, shall be used as the anniversary date for the purposes of vacation accumulation.
- B) Permanent full-time employees will be granted vacation each year as per the schedule listed below. An employee requesting more than 5 consecutive days of vacation will require Supervisor approval. All others would be prorated accordingly (full time = 10 days; part time = 5 days):

VACATION -- TWELVE-MONTH STAFF--WITH PAY

1 st full year	10 days
2 nd full year	11 days
3 rd full year	12 days
4 th full year	13 days
5 th full year	14 days
6 th full year	15 days
7 th full year	16 days
8 th full year	17 days
9 th full year	18 days
10 th full year through 14 full years	19 days
15 th full year	20 days

- C) Maximum accrual is 160 of vacation as of June 30th of each year. Vacation leave hours will be advanced at the beginning of the fiscal year. If the employee does not complete the school year, any vacation leave taken in excess of that earned will be adjusted in your final paycheck. Probationary employees will be granted vacation leave at the completion of their probationary period.

If an employee requests leave which is approved by the supervisor and subsequently cancelled by the supervisor, these hours will not be considered in the maximum accrual.

- D) Upon resignation or dismissal, after three (3) months of service, prorated earned vacation days will be paid.
- E) All vacation pay shall be computed at the employee's straight time rate for the classification to which the employee is permanently assigned.
- F) Employees may not waive their vacation and draw double pay by working during the time allowed.
- G) Year-round employees who do not work full time will have vacation time pro-rated to reflect the actual hours worked by the employee.

Section 3 Sick Leave

A) Purpose:

Subject to the conditions stated below, sick leave is available for all employees covered by this Agreement who work 20 hours or more per week. Sick leave is provided to give a reasonable amount of protection for employees and the District so that employees who are ill, injured, or otherwise physically disabled (including pregnancy related disabilities) will not feel compelled or be required to attend to duties when such disabilities exist.

B) Conditions

(1) Employees shall be eligible for sick leave pay under the following conditions:

They report to their appropriate supervisor prior to the start of their normal shift, unless in the judgment of the District, the circumstances surrounding the absence make such reporting impossible, in which event such report must be made as soon thereafter as is possible.

C) Accumulation of Sick Leave:

(1) One day of sick leave is earned for each calendar month worked. Sick leave hours will be advanced at the beginning of the fiscal year. If the employee does not complete the school year, any sick leave taken in excess of that earned will be adjusted in your final paycheck.

Employee	<i>Days Per Year</i>	Max. Accrual	1st Day Given
School Term	9	480 Hours	Aug. 11th
Ten Month Employees	10	480 Hours	Aug. 11th
Twelve Month Employees	12	576 Hours	July 1 st

(2) Year-round employees who do not work full time will have sick time pro-rated to reflect the actual hours worked by the employee. E.g. 30 hours= 72 FTE 75%

D) Usage of Sick Leave

Sick leave may be used for those reasons set forth in the Family Medical Leave Act as set forth below, and, in addition, for serious illness of someone in the classified staff's immediate family as defined as mother, father, children, spouse, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, grandparent-in-law or grandchildren, daughter-in-law, son-in-law.

E) Compassionate leave is available relating to the death of someone in the employee's immediate family, which is defined as mother, father, children, spouse, brother, sister, father or mother-in-law, brother or sister-in-law, grandparent, grandparent-in-law, or grandchildren, daughter-in-law, son-in-law, aunt, uncle, niece, and nephew. Annually, two days of sick leave (set at individual's hours) may go to compassionate leave and be used for the funeral of a close personal friend.

Section 4 Earned Sick Leave Policy - See attached addendums at end of document.

Section 5 Jury Leave

A) Any employee who is summoned for jury duty during, before, or after their assigned work hours will receive regular pay. Any juror fees received for serving on a jury during assigned work hours will be returned to the School Board. The employee shall retain mileage and expense reimbursements.

Section 6 Unpaid Leave

If an employee has exhausted all of their personal leave, sick leave, earned personal leave, and vacation leave, they will incur a loss of wages for the time off work unless they use the Emergency Medical Assistance Earned Sick Leave (ESL) Donation Policy.

ARTICLE X: WAGES AND RATES OF PAY AND PAYCHECKS

Section 1 Payroll and Deductions

- A) For hourly employees, hours worked must be recorded electronically and approved by the immediate supervisor and turned into the district monthly.
- B) All employees will be paid on or before the 20th day of each month.
- C) *Classified staff will be paid for actual hours worked during a pay period.*
- D) In the event that an electronic or technology related problem in our accounting system prohibits issuing checks, payment will be made as soon as possible after the planned payment date indicated on the calendar. If a problem occurs prohibiting direct deposit electronically, the District will work with local banks and savings institutions to manually make the deposit and funds transfer.
- E) Deductions will be made from paychecks of all employees for federal income tax, for retirement in keeping with state requirements, OASI and Medicare and other voluntary deductions approved by the employee. Nine and ten month staff members will pay their health insurance premiums prorated over the course of ten months.
 - (a) Deductions may be started at time of initial employment.
- F) Any changes in deductions or new deductions can take place as allowed by the provider.
- G) Any changes in deductions or new deductions must be requested and authorized by the employee on a form to the Business Manager.
- H) Changes necessary as a result of marital status, birth or death will be allowed at any time.
- I) Deductions will be made only for health insurance, life insurance, cancer insurance, annuities, dental, vision, flexible spending account (HSA), United Way, and any other district approved deductions.
- J) Direct Deposit

Employees of the Hot Springs School District can have their pay direct deposited into any financial institution in the Federal Reserve network.

Pay Period:
- K) Payroll will be performed based on all time sheets properly prepared and received according to the schedule established. When time cards are due and if any employee is unable to report for work, the employee's supervisor may prepare and sign the leave request and/or time card for said employee.

Section 2 Salary Schedule:

- A) All new employees covered by this Agreement shall be paid in accordance to the salary schedule adopted by the Board of Education as set out in Appendix A.
- B) Current classified staff with a minimum of two months employment by June 11th shall receive a \$0.50 per hour pay increase and special education paraprofessionals shall receive a \$1.00 increase effective June 11 2025 except for persons who had reached the Salary cap. Salary increases are retroactive. In addition, the hiring schedule will be increased by \$0.50 per hour for 0 years experience in each group . A \$.60 (60 cents per hour) differential payment will be given to employees working evening shifts. Employees meeting the salary cap shall receive a one-time \$200.00 increase to their salary.

Section 3 Assignments to Different Classification:

If an employee is involuntarily or temporarily assigned to work at least 2 consecutive days or shifts in a different classification, the employee shall receive the higher rate of pay. If an employee is temporarily assigned to work in a different classification, the employee shall receive the higher rate between the former classification and the new classification for the period assigned. In the event an employee is awarded a job pursuant to the bidding process or is voluntarily assigned to a new classification, the employee shall receive

the rate of pay of the classification assigned. If the employee returns to their former assignment, the pay rate will be the former assignment rate.

Section 4 Reporting and Call - Back Pay:

In the event an employee reports to work at the regular pre-assigned time, without having been previously notified not to report to work and is sent home, he/she shall receive two (2) hours pay or pay for the hours worked, whichever is greater. In the event an employee is called in to work outside his/her regular schedule and then released, he/she shall receive at least two (2) hours of work or two (2) hours of pay at his/her rate.

Section 5 Payroll Deductions

Payroll deductions are authorized for various annuities, the group health insurance program, and other programs as approved by the Board. Employees must complete the required forms, which are maintained at the District's Business Office.

ARTICLE XI: GROUP INSURANCE

Section 1: Group Insurance Program:

- A) The District shall provide a group insurance program consisting of health and life insurance. The benefits shall be as provided in the group master insurance policies on file in the District Business Office.
- B) The School District Insurance Committee will review Insurance Plans to insure that the best plan is offered for a reasonable price to keep the benefit package affordable to all, unless otherwise agreed upon by all parties.

Section 2: Health Insurance

District contribution	If working 20 hours or but less than 32 hours, district pays percentage of district contribution	If working 32 or more hours, district pays percentage of district contribution
Single - \$400/mo Employee+spouse \$570/mo Employee+dependents \$570/mo Family - \$725/mo	50%	100%

- C) The district insurance benefits are:
 - 1. Employees choosing the single group health insurance plan shall receive a benefit of \$400 per month. A minimum equal to the single premium of the \$2000 deductible option must be used to purchase district sponsored group health insurance.
 - 2. Employees selecting the "two party option" shall receive a monthly benefit of \$570 to this insurance.
 - 3. Employees selecting the family insurance plan shall receive a monthly benefit of \$725 towards this contract.
 - 4. Employees choosing the single group HSA insurance plan receive a benefit of \$400 per month with \$350 used towards the premium and \$50 placed in the Health Savings Account. Employees selecting the "two party option" HSA insurance plan shall receive a monthly benefit of \$570 with \$470 towards the premium and \$100 placed in the Health Savings account. Employees selecting the family HSA insurance plan shall receive a monthly benefit of \$725 with \$625 used towards the premium and \$100 placed in the Health Savings account.

Dental/Vision/Cancer Insurance:

The Employer does not share in the cost of Dental, Vision, or Cancer insurance plans. Classified staff may purchase any or all of these plans through the district.

ARTICLE XII: SCHOOL CLOSINGS

Days of emergency school closure may have to be made up. Should school be shortened unexpectedly, staff will be given the same opportunities to remain on campus to work as the other staff. Employees will be paid for actual hours worked on dismissal day and make-up day. In the event school is dismissed early, night personnel will be notified as to whether or not they are supposed to report for work. Hourly employees will be allowed use of sick leave provided they report to their appropriate supervisor prior to the start or during their normal shift.

ARTICLE XIV: ASSIGNMENT, TRANSFER, AND JOB VACANCIES

Section 1 Postings

- A) The District agrees to email a notice of each job vacancy and job description that occurs, provided the District wishes to fill the vacancy and the vacancy is in a job classification which will be permanent in nature.
- B) Any employee may request a transfer to the job opening by informing the immediate supervisor orally and the Superintendent in writing.
- C) The vacancy will be filled in accordance with ability, experience, competency, seniority and needs of the District.
- D) If written request is made, employees shall be notified in writing of the disposition of their request for transfer.
- E) Employees granted a transfer under this Section must serve a ninety (90) day probationary period as it relates to job skills, and will not suffer a reduction in pay for transferring to the new position.
- F) If it is found that the employee does not possess the necessary skills to perform the duties of the new position they will have the option of transferring back to the position that they left, without loss of seniority, as long as the position is still available.
- G) If an employee has the required skills for a different position and is involuntarily transferred to that position, he/she will be expected to accept the transfer, without loss of pay.
- H) All newly hired (after July 29, 2013) custodial and maintenance staff may be required to apply for and maintain a South Dakota CDL driver's license with the school bus endorsement to assist in bus driving when needed.

ARTICLE XV: CLASSIFIED STAFF EVALUATION

Section 1 Performance Evaluations

- A) The development of a strong, competent classified staff and the maintenance of high morale among the staff, are major objectives of the board.
- B) Finding employees to fill vacancies, determining assignments and equitable workloads, establishing wage and salary policies which encourage employees to put forth their best efforts, evaluating employee achievements, and providing a good atmosphere in which to work are some of the major duties of the board.
- C) To fulfill these duties, the board delegates to the superintendent or his designee the responsibility to develop evaluation procedures for all classified personnel.

ARTICLE XIII: MEDICAL EXAMINATIONS

Section 1 Background Check and Physical

No employee, who is or will be in regular contact with students, shall be employed by the District until he/she has submitted to a background check, including fingerprinting. Pre-employment, Maintenance and Custodial employees will also be required to provide certification of health to certify ability to perform physical labor required by the job description. Bus drivers must also provide certification of health as required operating and maintaining a CDL license for school bus driving.

Section 2 Illnesses

If at any time there is reasonable cause to believe that an employee is suffering from an illness detrimental to the health of the students, the Board may require a new certification of health. The expense of obtaining additional certifications of health will be borne by the District.

Section 3 Certificate of Ableness

An employee who is not able to return to duty on the day following two (2) weeks of illness or injury may be required to present a certificate of ableness to the immediate supervisor upon his/her return to work. This certification shall be made out by a physician licensed to practice medicine under the laws of the State of South Dakota.

Section 4 Nervous Disorders

An employee who has been absent because of a nervous disorder must present a satisfactory report from a physician authorized to practice medicine under the laws of the State. In addition, the employee may be required to provide a medical report secured from the District's designated physician at the expense of the District.

ARTICLE XIV: SUBSTITUTES

Employees substituting for other employees will receive their regular wage.

ARTICLE XV: SCHOOL ACTIVITIES

Section 1 **Attendance**

A) Bus Drivers:

- (1) Will be paid regular wage *for all hours worked (driving hours)*.
- (2) On overnight trips:
 - (a) The bus driver will receive a \$30 stipend per night in addition to meals and hotels.
 - (b) The bus driver will be paid for actual driving time transporting students to activities, meals, from hotel or other starting point and back each day.

ARTICLE XVI: WORKMAN'S COMPENSATION

In case of injury while pursuing duties in keeping with the employee's contract, the employee will receive compensation and expenses as prescribed by the worker's compensation law of South Dakota and as outlined in school district policies. Any employee who receives an injury while at work must immediately report this injury WITHIN 24 HOURS to the office of the Business Manager, requesting the necessary forms to make application for payment under this law.

HIRING SCHEDULE FOR CLASSIFIED STAFF POSITIONS

REFLECTS \$0.50 INCREASE (SY26)

	0 yr Exp	1 Yr Exp	2Yr Exp	3Yr Exp	4 Yr Exp	5YrExp	Salary Cap
GROUP ONE:							
Bakers	\$15.00	\$15.15	\$15.30	\$15.45	\$15.60	\$15.75	\$16.25
Cooks	\$16.00	\$16.15	\$16.30	\$16.45	\$16.60	\$16.75	\$17.25
GROUP TWO:							
Paraprofessionals	\$15.00	\$15.15	\$15.30	\$15.45	\$15.60	\$15.75	\$20.50
Sped Paraprofessionals (FY26)	\$16.00	\$16.15	\$16.30	\$16.45	\$16.60	\$16.75	\$21.50
GROUP THREE:							
Bus Drivers	\$18.25	\$18.40	\$18.55	\$18.70	\$18.85	\$19.00	\$20.25
<i>*CDL/Passenger Endorsement will be paid an extra \$1.00 per hour*</i>							
Lead Bus Driver	\$19.75	\$19.90	\$20.05	\$20.20	\$20.35	\$20.50	\$21.75
Maintenance	\$15.00	\$15.15	\$15.30	\$15.45	\$15.60	\$15.75	\$20.50
Custodial	\$15.00	\$15.15	\$15.30	\$15.45	\$15.60	\$15.75	\$19.75
Lead Custodian	\$16.50	\$16.65	\$16.80	\$16.95	\$17.10	\$17.25	\$22.00
<i>*Night shift workers will receive a \$.60/hr differential</i>							
<i>Night Lead Custodian will receive a \$1.00/hr differential</i>							
GROUP FOUR:							
School Nurse	\$24.75	\$24.90	\$25.05	\$25.20	\$25.35	\$25.50	\$34.50
Speech/Lang PA	\$24.50	\$24.65	\$24.80	\$24.95	\$25.10	\$25.25	\$32.75
GROUP FIVE:							
Building Secretary/DDN Coord	\$15.00	\$15.15	\$15.30	\$15.45	\$15.60	\$15.75	\$20.50
File Clerk	\$15.00	\$15.15	\$15.30	\$15.45	\$15.60	\$15.75	\$19.75
Accounts Payable Clerk	\$15.00	\$15.15	\$15.30	\$15.45	\$15.60	\$15.75	\$20.50
Payroll/Personnel Specialist	\$16.25	\$16.40	\$16.55	\$16.70	\$16.85	\$17.00	\$22.50
Food Service Secretary	\$15.00	\$15.15	\$15.30	\$15.45	\$15.60	\$15.75	\$20.50

The administration/board reserves the right to determine the appropriate entry rate as per hiring schedule.

HOT SPRINGS SCHOOL DISTRICT 23-2

GRIEVANCE FORM Classified Staff

Grievance Number _____ (Assigned by Administration)

Level I - File grievance with the immediate supervisor within ten (10) working days of the occurrence of the event being grieved. Within five (5) working days after receiving the grievance, the immediate supervisor will render a decision.

Classified Staff Member Presenting Grievance: _____

Name _____

Date of Incident _____ Specific Provisions of Contract or Policy Allegedly Violated: _____

Description of Grievance:

Remedy Sought:

Date Submitted _____ Classified Staff Member _____ Date of Meeting Held With Aggrieved Party _____

Disposition of Grievance:

Date _____ Administrator _____

LEVEL II - If the grievant is not satisfied with the decision at Level I, he/she may file the grievance with the superintendent within five (5) working days after the decision was rendered at Level I. The superintendent will meet with the grievant within five (5) working days of receiving the grievance. The superintendent shall render a decision within five (5) working days after the meeting.

Superintendent: Yes ☐ No ☐ Date Submitted _____

Signature of Grievant _____ Date of Meeting Held With Aggrieved Party _____

Level II Disposition:

Date _____ Superintendent _____

LEVEL III - If the grievance remains unresolved at Level II, the grievant may file the grievance with the BOARD President or designee within five (5) working days of the superintendent's decision. Member or members of the BOARD and any representatives of the BOARD will meet with the grievant within five (5) working days of receiving the grievance. The BOARD shall render a decision within five (5) working days after its next regular meeting.

Board of Education: Yes ☐ No ☐ Date Submitted _____

Signature of Grievant _____ Date of Meeting Held With Aggrieved Party _____

Level III Disposition:

Date _____ President, Board of Education _____

Level IV - If the grievance remains unresolved, the grievant may appeal the BOARD'S decision to the Division of Labor and Management, South Dakota Department of Labor for resolution, whose decision shall be binding on both parties. I wish to submit this grievance to the Director of Labor and Management Relations for arbitration: Yes ☐ No ☐ Settlement of the Dispute: Date _____

Signature of Grievant _____

HOT SPRINGS SCHOOL DISTRICT 23-2

EMERGENCY MEDICAL ASSISTANCE

EARNED SICK LEAVE (ESL) DONATION POLICY

POLICY

Hot Springs School District recognizes that employees may encounter serious medical conditions during their employment. When a serious medical condition situation arises, co-workers may voluntarily donate some of their Earned Sick Leave (ESL) to a coworker who has suffered a loss of income due to a serious medical condition. The member must first use all ESL and personal leave before donated ESL may be used.

A serious medical condition that causes an employee's absence from work for a minimum of 10 workdays and results in a loss of income because of the unavailability of ESL. Any qualifying employee may submit a request to Human Resources for personal medical assistance due to serious medical condition accompanied by a doctor's note. Once this request is received by Human Resources, we will be able to begin accepting donations. The request for donations must originate from the employee asking for donated ESL.

An employee may submit a voluntary confidential written request to donate a specified number of ESL hours to a specified employee who has applied for Personal Medical Assistance. The maximum days an employee requesting donating ESL days can receive in a contract year is 24 days.

Employees may donate a minimum of 1 day up to a maximum of 4 days to an employee in need. The maximum days any one employee may donate per contract year is 24 days. The deadline for donating days will be 8 working days from the receipt of the request. (Forms available in the Human Resources Office).

The donated hours will be dispensed to the receiving employee by our Human Resource Administrator, not to exceed 4 days per week. The receiving employee may not accrue ESL days on the donated time.

*The three days that an employee donated to the original sick bank will be credited to ESL. This is a one-time procedure for school year 2024-2025.

HUMAN RESOURCE USE ONLY

Total Days Donated _____

Received by: _____

Human Resources: _____

Date: _____

Hot Springs School District
ESL DONATION FOR EMERGENCY ASSISTANCE

An employee of the Hot Springs School district may voluntarily donate ESL hours to a fellow employee who is undergoing a serious medical condition that causes that employee's absence from duty for a minimum of 10 workdays and results in a loss of income because of unavailability of ESL days.

The donating employee may donate a minimum of 1 day up to a maximum of 4 days of ESL per employee.

Please Print

Donating Employee: _____

I wish to donate _____ ESL days to _____
days Requesting Employee

Donor's Signature

Date

REQUEST FOR EMERGENCY MEDICAL ASSISTANCE

EARNED SICK LEAVE (ESL) HOURS

An employee of Hot Springs School District may voluntarily donate ESL hours to a fellow employee who is undergoing a serious medical condition that causes the employee's absence from duty for a minimum of 10 workdays and results in a loss of income because of the unavailability ESL days.

(Please Print)

Requesting Employee _____

I would like to apply for emergency medical assistance through donated ESL days due to the following medical emergency: _____

I understand that:

1. I need to submit a doctor's note with this request
2. The donated days will be recorded and administered by the Human Resource Administrator, not to exceed 4 days per week and a maximum of 24 days per contract year.
3. I may not accrue ESL time on donated days.

Employee Signature

Date

DATE ORIGINATED