

NEGOTIATED AGREEMENT

2025-2026

HARRISBURG SCHOOL BOARD

AND

HARRISBURG EDUCATION ASSOCIATION
SUPPORT STAFF

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ARTICLE 1 - RECOGNITION

Pursuant to the provisions of SDCL 3-18, the School Board of School District #41-2, Harrisburg School District, Harrisburg, South Dakota, hereinafter referred to as the “Board,” recognizes the Harrisburg Education Association, hereinafter referred to as the “Association,” as the sole exclusive representative for all support staff who are acknowledged in Article 11 and Appendix B of this agreement.

ARTICLE 2 – DEFINITIONS

- A. Full Time - those employees who work a minimum of thirty (30) hours per week on a regular basis and a minimum of 170 days per school year.
- B. Part Time - those employees who work less than full time.

ARTICLE 3 – NEGOTIATIONS PROCEDURES

A. Opening Negotiations

After January 1 and upon written request of either party to open negotiations, the parties shall schedule a mutually agreed upon date, time and place for negotiation to begin. All Association and Board proposals for negotiations shall be presented in writing no later than the first negotiations meeting.

B. The Agreement

When agreement is reached between the negotiation teams on all proposals, the proposed agreement shall be reduced to writing and submitted and recommended first to the Association for ratification. After ratification by the Association, the agreement shall be recommended to the Board. If adopted by the Board, it shall be entered into the official Minutes of the Board and thereupon constitute a revision of school district policies.

C. Resolving Differences

When there has been a failure to reach agreement on the negotiations proposals, impasse may be declared by either party by notification of the other party in writing of the impasse. Impasse resolution shall proceed in accordance with South Dakota Law.

ARTICLE 4 - MANAGEMENT RIGHTS

Nothing in this Agreement shall diminish any power, right or prerogative possessed by the Board or its administrative staff except where the District's power, right or prerogative is legally and specifically limited by this Agreement.

Specific Management Prerogatives

The management rights of the District include but are not limited to the following:

1. To utilize personnel, methods, and means in the most appropriate and efficient manner possible.
2. To manage and direct the employees of the District.
3. To hire, promote, transfer, assign, retain or retire employees in accordance with law and the agreement.
4. To establish reasonable work rules.
5. To suspend, demote, discharge or take other appropriate disciplinary action in accordance with law and this agreement.
6. To determine the size and composition of the work force and to add or delete positions as deemed appropriate or necessary by the District in accordance with law and this agreement.

ARTICLE 5 - EMPLOYEE UNION/ORGANIZATION RIGHTS

A. Use of District Facilities/Equipment

The employee union/organization shall have the right to use District facilities and equipment, including typewriters, computer, other duplication equipment, calculating machines, and all types of audio-visual equipment, when such equipment is not otherwise in use. Employee union/organization use of such facilities and equipment will be permitted provided that:

- Request is made and use arranged for in advance with the Superintendent or his/her designee.
- The use is strictly to service the legitimate business of the employee union/organization, such as duplication of records, notices, correspondence, and must not interfere with the operation of the School District, and shall not occur during actual working hours.
- Supplies and expense, in connection with such use, will be furnished or paid for by the employee union/organization.

ARTICLE 6- GRIEVANCE

1.1 DEFINITIONS

- A. A "grievance" is a complaint by an employee or a group of employees based upon an alleged violation, misinterpretation, or inequitable application of any existing agreements, contracts, ordinances, policies, rules, or regulations of the school district, as they apply to a condition of employment. Negotiations for, or a disagreement over, a non-existing agreement, contract, ordinance, policy, rule, or requisition is not a "grievance" and is not subject to this section.
- B. The term "employee" may include a group of employees who are similarly affected by a grievance.
- C. An "aggrieved person" is the person or persons making the claim.
- D. A "party in interest" is the person or persons making the claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
- E. The term "days" when used in this Article shall mean calendar days.

2.2 PRINCIPLES

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise affecting the welfare or working conditions of employees.
- B. Nothing contained herein shall be construed as limiting the right of any employee to discuss the problem informally with the appropriate administrator or with any appropriate representative of the Association at any time.
- C. All parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
- D. Forms for filing a grievance shall be included in the negotiated agreement so as to facilitate the grievance procedure.

2.3 TIME LIMITS

- A. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.
- B. It is required that an employee file a grievance within thirty (30) days after the employee knew or should have known of the alleged violation or the grievance is waived.

2.4 INFORMAL PROCEDURES

If an employee has a grievance, he/she shall first discuss the matter with his/her principal,

administrator, or supervisor to whom he/she is directly responsible in an effort to resolve the problem informally.

2.5 FORMAL PROCEDURES

A. Level One - Immediate Supervisor

1. If an aggrieved person is not satisfied with the disposition of his/her problem through informal procedures, he/she must submit his claim as a formal written grievance to his/her immediate supervisor within the time limit specified above.
2. The immediate supervisor shall within five (5) days render his/her decision and its rationale in writing to the aggrieved person.

B. Level Two - Superintendent of Schools

1. If the aggrieved person is not satisfied with the disposition of grievance at Level One, or if no decision has been rendered within five (5) days after presentation of the grievance in writing, he/she must file the formal written grievance with the Superintendent within three (3) days after the decision at Level One.
2. The Superintendent of Schools or his/her representative shall act for the administration at Level Two of the grievance procedure. Within ten (10) days after receipt of the written appeal the Superintendent shall meet with the aggrieved person for the purpose of resolving the grievance.

The Superintendent shall within three (3) days of the meeting render his/her decision and its rationale in writing to the aggrieved person.

3. Representatives of the union shall have the right to attend and participate, with aggrieved party's written permission, in the meeting of the Superintendent.

C. Level Three - School Board

1. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within three (3) days after he/she has first met with the Superintendent he/she must file the grievance with the Board of Education within five (5) days after a decision by the Superintendent.
2. After receiving the written appeal, the Board shall:
 - (1) render a decision; (2) appoint a fact finder to review the grievance and its processing to this point and to report to the Board prior to its meeting with the aggrieved person and with representatives of the committee, if utilized, for the purpose of resolving the grievance; or (3) appoint a committee, or third party, to hear the grievance and render a decision. The decision of the Board or designee shall be rendered in writing within five (5) days.

D. Level Four - Appeal

1. If after following the grievance procedure enacted by the governing body, the grievance remains unresolved, it may be appealed within thirty (30) days or as

provided by state statute.

2. Neither party waives the right to contest the decision of the hearing body on appeal.

2.6 RIGHTS OF PARTICIPATION

- A. No reprisal of any kind shall be taken by any party against any other participant in the grievance procedure by reason of such participation.
- B. All parties in interest may be represented at all levels of the informal and formal grievance procedure by persons of their own choosing.

2.7 MISCELLANEOUS

- A. Decisions rendered at all levels of the formal grievance procedures shall be in writing setting forth the decisions and its rationale.
- B. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- C. All other forms for filing and processing grievances and other necessary documents shall be prepared by the Superintendent and made available through him/her and the building principals or supervisors.
- D. A grievance may be withdrawn at any level without establishing precedent.

ARTICLE 7 - EMPLOYMENT PRACTICES

A. Work Day

The designated workday for each position will be determined by the supervisor based on requirements of the position and duties as assigned. A work day “day” is considered the standard daily hours normally worked within one shift.

B. Work Week

Harrisburg School District’s work week begins at 12:00 a.m. on Sunday and ends at 11:59 p.m. on Saturday. In the event an employee is scheduled to work a shift that begins on Saturday and continues into Sunday, it shall be considered one continuous shift. Such shift(s) shall be counted on the Saturday work week.

C. Overtime

Any hours worked beyond forty (40) within one work week as defined above will be calculated at 1 ½ times the employee’s hourly rate. All unplanned overtime must be approved in written or verbal communication in advance by the employee’s supervisor.

D. Work Breaks

Employees who work four (4) hours or more may take up to a twenty (20) minute break each workday at a time determined by the Supervisor or Principal.

E. Time Clocks/Kiosks

All hourly employees are designated a number in which to identify themselves when checking in and out of work. Time clocks and/or computer kiosks are provided in designated areas within each building. Breaks of 20 minutes or less are paid breaks and checking out is not required.

F. Payment of Compensation

Payroll is distributed on the 15th and 30th of each month. If such date occurs on a Saturday, Sunday, or holiday, payroll will be distributed on the preceding workday. Specific pay dates for each year are communicated by Human Resources at the beginning of each fiscal year.

G. Direct Deposit

Harrisburg School District utilizes direct deposit for distributing payroll. Direct deposit forms are available in orientation packets, online, and at the Business office. Direct deposit elections may be changed at any time.

H. Call-In Pay

Employees required to report to work outside of their workday will be paid a minimum of one hour, or for the time worked, whichever is greater.

I. Immunization

If in the event the South Dakota Department of health requires staff be immunized or show proof of immunization for a particular disease in order for him/her to be in contact with students, staff must produce evidence of immunization or immunity of that disease prior to reporting for work. Staff will not be paid for time off beyond the use of available personal days used during the time they are absent gaining either the immunization, evidence of immunization, or the incubation period required for the particular disease.

J. Reimbursement of Background Checks

Should a background check be unfavorable, as deemed by the Superintendent or designee, or if employment is terminated within thirty (30) days, the employee will reimburse the School District for the cost of the background check.

K. Job Abandonment

In the event an employee does not report to work for three consecutive days without notice to his/her supervisor, the District will consider such action as a voluntary resignation and employment will be terminated.

L. Termination

Harrisburg School District is an “at-will” employer and operates under the provision that employees have the right to resign their position at any time, with or without notice and with or without cause. The District has similar rights to terminate the employment relationship at any time, with or without notice and with or without cause. Termination dates will be recorded as a last day of employee’s work. Employment cannot be extended by use of vacation or any other type of paid time off. In addition, employees must work one full week (equivalent of five (5) working days) prior to their termination date. Otherwise, their paid time off within that week will be relinquished.

M. Involuntary Transfer

An involuntary transfer or reassignment shall be made only after a meeting between the employee and their Supervisor or Principal takes place. At this meeting, the employee shall be notified of the reason or reasons for the transfer or reassignment.

ARTICLE 8 – TIME OFF

A. GENERAL - Request and approval for time-off shall be made to the Superintendent or designee. Time Off requests are not guaranteed to be approved. Should employees need to be absent more than what is allotted in Article 8, their absence is considered unexcused (unless designated excused by the Supervisor for extraordinary circumstances). Any part-time employees receive a prorated amount of full-time time off unless noted otherwise.

Time off is deducted in one (1) hour increments. Unless otherwise noted, all amounts of time off describe in Article 8- Time Off are based on a typical full-time employee's eight (8) hour workday. Time off for employees who are regularly scheduled to work less than eight (8) hours per day will be prorated.

B. THE FAMILY AND MEDICAL LEAVE ACT (FMLA) entitles eligible employees to take up to twelve (12) weeks unpaid, job-protected leave per rolling calendar year for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. The Harrisburg School District will abide by this federal law and apply its negotiated leave policies with it when addressing what will be considered paid leave and its length.

C. HOLIDAYS – All active employees are entitled to holiday pay (equivalent to their workday) for the dates scheduled below should they be a typical workday. Such time does not count as time worked when calculating overtime pay. Employees requested to work on any below holiday will be paid holiday pay at a rate of time and a half or may exchange for an alternate day off in the same work week. Employees on an approved leave of absence (excluding FMLA approved leave) are not eligible to receive holiday pay.

12 Month Employee	Non 12 Month Employee
Independence Day	
Labor Day	Labor Day
Thanksgiving Day	Thanksgiving Day
Friday After Thanksgiving	Friday After Thanksgiving
Christmas Eve Day	Christmas Eve Day
Christmas Day	Christmas Day
New Year's Eve Day	New Year's Eve Day
New Year's Day	New Year's Day
President's Day	President's Day
Good Friday	Good Friday
Memorial Day	Memorial Day

The above qualifications are based on regular positions held. Employees may not combine a seasonal position with a non 12-month position in order to receive 12 month benefits. For example, an education assistant position combined with summer custodial work.

Regular Full-Time Administrative Assistants who work a minimum of 10 months within a fiscal year will be given one (1) “floating holiday” to be used each fiscal year.

D. PAID TIME OFF (PTO) – All employees who work a continuous 12-month schedule in one position are allotted PTO. The following schedule denotes how much time off is allotted per fiscal year for employees who have worked in the District for more than one consecutive year. First Year employees will accrue a prorated amount per month up to 96 hours, earning hours as they work.

Employment Type by Years Worked	PTO
Full-Time (0-1 yrs) Accrues Up to	96
Full-Time (2-4 yrs)	112
Full-Time (5-9)	144
Full- Time (10-14 yrs)	168
Full- Time (15+ yrs)	200
Part-Time	Prorated

PTO must be used anytime an employee is absent from work. In the event PTO is exhausted, employees must receive preapproval by the Superintendent to be excused from work.

PTO does not count as time worked when calculating overtime.

PTO is allotted July 1 – June 30. Employees may carry over up to Eighty (80) PTO hours from one year to the next. * Employees who chose Option 2 going into 2023-24 have the ability to carry over 240 hours until the end of 2025-26.

Any unused PTO is forfeited upon termination of employment, unless an employee retires under the South Dakota Retirement System and has worked ten (10) years in the Harrisburg School District, any remaining PTO time at the time of retirement will be paid at a rate of \$6.25/hour (\$50.00/day).

The Superintendent may request physician certification, at the employee's expense, if the need for absence is for more than three (consecutive) days and illness related. An employee shall be required to submit to a health examination, at the District's expense, if it is in the opinion of the School Board that it is necessary to confirm the employee's capability to perform the essential functions of his/her assigned duties. All employee and School District responsibilities under the FMLA apply while sick leave is utilized.

E. SICK & PERSONAL TIME OFF– All employees who work less than a continuous 12-month schedule are allotted paid time off for both sick and personal reasons. The following schedule denotes how much time off is allotted per fiscal year for employees who have worked in the District for more than one consecutive year. First Year employees will accrue a prorated amount up to total amount listed below, earning days as they work.

Employment Type	Sick	Personal
Full Time (working 30+ hours)	10	2
Part-Time (working 19-29 hours)	Prorated	Prorated

Sick and Personal time must be used when absent from work. If no paid time off benefits are available, the employee will not be paid if absent from work. All unpaid absences must be pre-approved by the Superintendent or Designee.

Any unused sick or personal time will be forfeited upon termination of employment.

SICK - If an employee is unable to perform assigned duties due to personal illness, injury, or health related appointments, the employee may take sick time upon notice to the Supervisor.

The Superintendent may request physician certification, at the employee's expense, if the need for absence is for more than three (consecutive) days. All employee and School District responsibilities under the FMLA apply while sick leave is utilized.

An employee shall be required to submit to a health examination, at the District's expense, if it is in the opinion of the School Board that it is necessary to confirm the employee's capability to perform the essential functions of his/her assigned duties.

In the event sick time is exhausted and an employee needs to be absent due to an illness, injury, or health related appointment, personal time off, if available, must be used.

Each fiscal year, employees may use up to a total of 96 hours (12 days) of sick time to assist and support a family member who is ill or injured. Applicable family members include spouse, child, foster child, parent, In-law, or any member of an employee's household. In the event sick time is exhausted, personal time, if available, must be used.

Should an employee's spouse, parent, or child have a catastrophic illness or injury as defined under the sick leave bank criteria, the employee may use an additional 80 hours (10 days), if approved by the Superintendent. Should the employee not have the additional time in their personal sick balance, the employee may apply for the additional time through the sick leave bank.

A limited amount of sick time may be used for birth or adoption of a child or bereavement. Refer to those respective sections within Article 8- Time Off of this Negotiated Agreement.

All employee and School District responsibilities under the FMLA apply.

Unused sick time may accumulate to a maximum of 680 hours (85 days) in any one year.

Returning employees, or employees not eligible for the retirement described below, will receive compensation for unused sick time over the allowed accumulation. Employees have the option to:

1. Receive compensation at a rate of \$6.25 per hour (\$50 per day) over the allowed accumulation; or
2. Exchange sick time over the allowed accumulation for personal leave at a rate of 5 sick days per 1 personal day (to be used the next school year; not to exceed a total of 5 personal days in that year), or
3. A combination of Options 1 and 2.

The default compensation method is Option #1. Requests for Option #2 or #3 must be received by Human Resources no later than May 30. Any payout will be on the last payroll date in June for the previous school year.

In the event an employee retires under the South Dakota Retirement System and has worked ten (10) years in the Harrisburg School District, any remaining sick time at the time of retirement will be paid at a rate of \$6.25/hour (\$50.00/day).

PERSONAL – Employees may request time off for personal reasons up to the amount of time off they have.

Employees may roll over up to 24 hours (3 days) of personal time to the next school year for a maximum of 40 hours (5 days) of personal time to use in that year.

Employees will receive compensation for unused personal time off over the allowed carryover. Such compensation is at a rate of \$15.63 per hour (\$125 per day) to be paid out on the last payroll date in June for the previous year.

F. **BIRTH OF CHILD** - If time off is needed for the birth of a child, employees utilize their acquired sick, personal, or PTO time for compensation while absent from work.

Birthing parents utilize up to a maximum of 240 hours (30 days) for a vaginal delivery or 320 hours (40 days) if a cesarean delivery is required. Use of such time commences the day the baby is born or when the birthing parent is medically required by a physician to be off work prior to the birth. Such time off must be continuous from the point of commencement up to the period mentioned above, or until an employee is no longer scheduled to work.

All available paid time off must be used for all time off during the time frame in which the employee would be normally scheduled to work. In the event the birthing parent depletes all paid time off prior to returning to work, the duration of the time off would be excused, however, unpaid.

Non-Birthing parents utilize up to a maximum of 88 hours (11 days) for the birth of a child. Use of such time commences the first work day missed due to labor, preparation for delivery, or birth, must be continuous, and are only allowed for time in which employees are normally scheduled to work.

All available paid time off must be used for all time off during the time frame in which the employee would be normally scheduled to work. In the event the non-birthing parent depletes all paid time off prior to returning to work, the duration of the time off would be excused, however, unpaid.

Time off in this section only relates to the actual birth of a child. Additional requests for time off due to childcare, bonding, etc. would fall under Personnel Time Off or FMLA (if applicable). Other than extenuating circumstances as deemed by the Superintendent or Designee, time off available for the employee determines the amount of time off awarded.

All employee and School District responsibilities under the FMLA apply.

G. ADOPTION OF A CHILD - If time off is for the adoption of a child, employees utilize their acquired sick, personal, or PTO days for compensation while absent from work. The maximum amount of time off available for each adoptive parent is based on the adopted child's age as follows:

Child's Age	Maximum of Sick Days
0-12 Months	30
1-5 Years	20
6-18 Years	10

Use of such paid days commence within forty (40 days) of the placement of the child, must be continuous, and are only allowed for days employees would be normally scheduled to work. Use of sick, personal, or PTO days, for adoption compensation purposes, is limited to once per fiscal year.

Following the same guidelines above, part-time eligible part-time employees shall receive a pro-rated amount of paid leave.

All employees and School District responsibilities under the FMLA apply.

H. BEREAVEMENT – In the event of a death, bereavement may be granted according to the guidelines below. Time off does not need to be consecutive, however is to be used within six months of the death unless approved by the Superintendent or designee.

Deceased	Max Hours (Days)	District Paid	Sick, Personal PTO Hours (Days)
Parent Spouse Child Sibling Permanent Member of Household	80 (10)	40 (5)	40 (5)
Grandparent (any Generation) Grandchild In-Law (Parent/Sibling/Child) Aunt/Uncle Niece/Nephew	24 (3)	16 (2)	8 (1)
Loss of Pregnancy	16 (2)	16 (2)	0
Other (Limit 2 Occurrences per Year)	8 (1)	0	8 (1)

- I. JURY DUTY - Any employee called to serve on jury duty, during their workday, will be permitted to serve and receive his/her regular wages and in turn forfeit to the school district the compensation paid for serving, less mileage and other allowable expenses.
- J. MILITARY – Employees who qualify as members of uniformed services, will be granted military leave of absence from their employment in accordance with the Uniformed Services Employment and Re-employed Rights Act (USERRA). USERRA guarantees an employee returning from military service or training the right to be reemployed at his or her former job (or as nearly comparable a job as possible) with the same benefits. For their absence, employees will be paid the difference in salary if their military pay is less than their average daily pay though the School District.
- K. LEAVE OF ABSENCE (LOA) – Should an employee feel he or she needs to be absent for an extended period of time, a written request, along with rationale and length of time needed, should be submitted to Human Resources who will, in turn, process and forward to the Superintendent for review. Should the Superintendent agree a Leave of Absence is warranted, the LOA will be submitted to the School Board for approval. The length of leave for full-time or part-time employees may be up to six (6) months. The employee must notify the Superintendent of intention to return within 30 days prior to the end of the leave. The employee will have the opportunity to return to a position which earns the s. Failure to notify the Superintendent to return shall terminate the employee's employment relationship with the district.

Any variation in notice deadlines shall be changed when and only when there is a mutual written agreement between said employee and the Board.

- L. WORKER'S COMPENSATION - In the event an employee is eligible for worker's compensation disability benefits, the employee shall, at his/her option, receive pay through the use of their sick, personal, or PTO time or receive workers' compensation pay. Should the employee choose to use sick, personal, or PTO time for compensation, such time shall be deducted during the period of absence. In the event the employee chooses to receive worker's compensation, any payments from workers' compensation shall be retained by the employee. The period of absence shall not be deducted from the employee's accumulated sick time and all benefits shall continue to accrue. All employee and School District responsibilities under the FMLA apply.
- M. SICK LEAVE BANK - The purpose of the Sick Leave Bank (Bank) is to provide additional paid leave for full or part-time employees who have exhausted their accrued sick, personal, or PTO times as the result of a catastrophic illness or injury. The Bank serves as a depository into which participating employees contribute paid time off for allocation to other participating employees. The purpose of the Bank is not to provide unlimited paid sick time for any medical reason, but to alleviate the hardship caused when employees lose compensation as the result of a catastrophic illness or injury.

The Bank is established through the voluntary contribution of eight (8) hours (1 day) sick time off each school year. Such contribution establishes membership in the Bank and eligibility for

withdrawal. All employees will be considered to contribute unless an opt out form is completed no later than September 1 each year. Should the sick bank have a balance of 4,000 hours (500 days) at the end of the fiscal year, current members of the sick bank will not need to contribute the following year in order to be eligible. New employees must contribute to become eligible regardless of the balance. Eligibility is discontinued upon termination (voluntary or involuntary) of employment or death. No payment of benefits will be made to terminated employees or beneficiaries.

Administration of the Bank

1. The bank will be administered by a committee (Committee) agreed upon by HEA and the Superintendent and comprised of the Director of Finance & HR, an additional representative from Administration, one School Board Member and two HEA members. Each representative shall name an alternate. * All information regarding sick bank requests, other than the identity of the requestor, will be shared with the sick bank committee, including medical information.
2. The HR Department will be responsible for convening the Committee, coordinating donations, processing requests, and maintaining appropriate related records.
3. Requests for use of the Bank will be reviewed by the Committee. The Committee will prepare a written notification to the requesting employee approving or denying the application.
4. The Committee may not grant Bank time if the Bank does not have available time.
5. An application shall be denied if it is incomplete, lacks supporting statements from a licensed health care provider, or if the employee fails to provide any requested documentation.
6. The Bank will be administered in accordance with the Americans with Disabilities Act and Family and Medical Leave Act requirements.

Withdrawals from the Bank

1. A contributing employee must complete an application for Bank time and submit it to Human Resources no later than five (5) working days after all available sick time is exhausted. If the applicant cannot meet the five-day deadline due to extenuating circumstances, the Committee reserves the right to continue with the application process.
2. Applications must be accompanied by a statement from a licensed health care provider that includes the beginning date of the condition, a description of the illness or injury, and prognosis for recovery. Required paperwork under FMLA would suffice if also requested.
3. The Committee will render a written decision to the employee within five (5) working days of the request. In determining catastrophic illness or injury, the following definition will be used: A severe medical condition which requires an employee's absence from work for a prolonged period of time and which results in a substantial loss of income because of the

exhaustion of all earned sick time. A qualifying illness or injury might include, but is not limited to cancer, major non-elective surgery, serious accident, heart attack, or complications of pregnancy. In order to be defined as catastrophic, an illness or injury must be seriously incapacitating, of extended duration, and require the services of a licensed health care provider.

4. The amount of sick time granted for each request will be determined by the Committee, but cannot exceed a maximum of 160 hours (20 days) for personal use, or 80 hours (10 days) for a spouse, child, or parent. No employee may receive more than 160 bank hours (20 days) in a twelve- month period.
5. Any bank time granted may be used only for the purpose requested on the application. Any unused portion will be returned to the Bank.
6. Use of the Bank time is considered under the provisions of the FMLA for a serious health condition and any use is included in the twelve (12) weeks of leave provided under this Act, if applicable.

Appeal Procedure- In the event an employee is denied benefits from the Bank, he/she may submit a written appeal to the Superintendent within ten (10) working days of receiving the denial. A written response shall be issued within ten (10) working days from the date of the appeal.

ARTICLE 9 - INSURANCE

On the first day of the month following an employee's start date, the district will provide, per month the following:

HEALTH -The District will offer health insurance for eligible employees, those who work 30 hours or more per week, and provide the following amounts towards participation in the Insurance Benefits Options: \$716 for Family, \$637 for Employee + Spouse, \$616 for Employee + Child(ren), and \$558 for Single coverage.

VISION – Employees eligible for health insurance may elect to participate in the group vision plan available. For those not participating in the group health coverage, the District will contribute up to \$25 per month for vision. For those who do participate in health insurance, the option to join the group vision plan is available at full cost to the employee.

DENTAL - Employees eligible for health insurance may elect to participate in the group dental plans available. For those not participating in the group health coverage, the District will contribute \$55.22 for Single; \$69.60 for E+C; \$67.80 for E+S; & \$88.50 for Family for those who do not participate in the Health Plan and \$32.55 for Single Coverage for those who do participate in the Health Plan.

Eligible employees, upon providing evidence of insurance through another employer provided health insurance plan, who chose not to participate in health, dental, nor vision, may elect to be paid \$50 per month in lieu of insurance. Payments to be made in December and May of each year.

Employee portions, the total cost minus the District contribution, will be deducted through payroll deduction each paycheck. In the event an employee does not have a paycheck or enough to pay through payroll deduction, they shall pay the District directly for their portion.

In the event current insurance coverages/variables i.e. deductibles, plan offerings, etc. need to be changed to help control costs, the District, along with representatives from the Association shall meet and discuss such potential changes. Recommendations from this group will be given to the School Board who will make the final determination of the District's insurance plans.

In the event an eligible employee becomes no longer eligible for health insurance, the option to continue coverage is available under COBRA. Examples of loss of eligibility include, termination (voluntary or involuntary), reduction of hours, layoff, death, or bankruptcy under Title II of U.S. Code. Anyone eligible for insurance who is on FMLA leave will no longer be eligible once FMLA is exhausted due to a reduction of hours. Once an employee returns to work and meets the eligibility requirements for insurance, insurance under the group plan will be reinstated.

Upon termination of employment, insurance coverage ends the last date of the month in which the termination occurs.

The district will also provide \$20,000 in Life & AD&D coverage to all full-time employees.

ARTICLE 10 - RETIREMENT

All full-time employees are required to participate in the South Dakota Retirement System (SDRS). According to the SDRS, full time employees, for the purposes of the plan, are defined as employees who work a minimum of twenty (20) hours per week and six (6) months a year. Each full-time employee will contribute 6% of gross wages, which will be matched by the School District. This benefit starts immediately, no waiting period applies. Employees have the option to participate in an optional spouse rider. Enrollment for such rider is restricted and information will be provided to all eligible employees upon enrollment of the retirement plan.

ARTICLE 11- PAY

A. Hiring Wage Schedule

All new employees are offered a starting wage as noted in the Hiring Wage Schedule in Appendix B. In extraordinary circumstances, the Board may offer new employees a starting wage beyond that on the Hiring Schedule. Extraordinary circumstances include, but are not limited to: difficulty in hiring a qualified person for the position at the starting wage, educational training of the person, and the person's work experience. The Superintendent will notify HEA if such circumstances exist.

Any new position created by the District will be placed on the Hiring Wage Schedule. If a position does not fit into an existing category, the District and HEA will determine the appropriate placement.

B. Additional Pay

A \$.75 differential in pay is awarded to custodial personnel for any hours worked between 7:00 p.m. and 6:00 a.m.

A pay differential may be awarded to any employee who is designated to be in a lead custodial/maintenance role by the District.

A \$2.50 (\$20.00/day) differential pay is awarded to Administrative Assistants who cover for Health Offices when a substitute nurse is not available. Such pay will be requested and authorized through a payroll voucher.

A referral bonus of \$200.00 is awarded to an employee who refers an applicant where such applicant is hired under this agreement and maintains continuous employment for a period of six (6) months from their hire date and an additional \$300 will be awarded if employment is maintained for one (1) year.

C. Movement of Personnel

Employees who move to a higher-grade position will start at a rate which ensures a least a \$0.50 increase in pay. If the new position's starting pay rate is more than \$0.50, the starting rate for such position will apply.

Employees who move to a lower-grade position will maintain their current rate of pay for the remainder of the current fiscal year. Beginning the next fiscal year, the employee will decrease only by the difference between pay grades in the hiring schedule.

D. Wage Increase

Employees hired prior to March 1st of the current fiscal year will be eligible for a wage increase the fiscal year immediately following their hire date. Employees hired after March 1st will be eligible for a wage increase the 2nd fiscal year after their hire date.

HOURLY WAGE INCREASE SCHEDULE FROM 2024-25 TO 2025-26

- 1% increase from 2024-25 wages + \$.25, rounded to nearest nickel

SALARIED WAGE INCREASE SCHEDULE FROM 2024-25 TO 2025-26

- 1% increase from 2024-25 wages + \$400, rounded to the nearest dollar.

ARTICLE 12- EVALUATION

A. Performance

Performance that meets or exceeds expectation is imperative to providing quality service. Performance appraisals contribute to the success of the employee and in turn, the School District. They provide timely, fair, and objective measurements of performance. Support staff performance appraisals are delivered at least annually.

Performance appraisals are designed to:

- Assure a factual, objective analysis of performance as it compares to position requirements.
- Provide the opportunity to discuss interests or concerns with supervision.
- Identify areas of excellence as well as improvement.
- Provide a basis for coordinating goals and objectives.

B. Disciplinary Action

Disciplinary action may be required in order to assist improvement of performance or to respond to a policy violation. Any violation of policy by employees of the District shall be referred to the appropriate supervisor. The District believes in providing opportunities for improvement, when deemed appropriate by the Superintendent or designee. Such circumstances are under their discretion based on necessity of performance improvement or severity of a policy violation. In general, the progressionary discipline procedure is as follows: The first instance or violation will be addressed in a verbal consultation. If performance has not improved or a behavior continues following the verbal consultation, a written warning will be issued with a copy placed in the employee's personnel file. Further performance issues or policy violations shall be dealt with accordingly, based on established policies and procedures for suspension and dismissal of staff. Again, based on severity, the Superintendent or designee reserves the right to skip any step in the process and utilize appropriate action that matches the behavior of the employee.

C. Attendance/Absenteeism

In the event an employee will not be at work or will be late, the supervisor must be notified as soon as possible. A leave request form is to be completed for all absences, planned or unplanned.

It is very important the District has adequate personnel to meet the goals and needs of the school. Frequent absences and excessive tardiness are not acceptable and constitute an unsatisfactory work record which may be subject to disciplinary action.

In determining "frequent or excessive" the following applies:

1. Attendance history- the frequency, total time out and the time span involved.
2. The reason for being absent.
3. Timeliness of notice given.
4. Effect on the productivity of the school.
5. Consistent and fair administration of personnel policies.

ARTICLE 13- MISCELLANEOUS

A. Activity Passes

Each employee who has signed wage agreement will be issued one complimentary activity pass. An employee may earn a second activity pass by working one extra-curricular event. In such case, the employee will not be paid for working this event due to earning the pass. The employee may earn additional passes for their family by working additional extra-curricular events. (Family is defined as spouse and children under the age of nineteen).

B. Personnel Files

All Personnel files are kept confidential in the Human Resources Department. Such files cannot be accessed without approval from the Superintendent or designee.

C. E-Mail and Internet Usage

The use of e-mail is a convenient way to communicate in a timely manner. With the use of the e-mail and internet systems come responsibilities. It must be understood that the District reserves the right to monitor e-mail and internet use at any time. The District prohibits e-mail messages and internet usage that can be perceived as obscene, harassing, or libelous in nature.

D. Personal Use of School Property and Facilities

Personal use of property such as supplies, furniture, equipment, and facilities requires prior approval from supervision and, for facility usage, the Activities Director or designee.

E. Travel

Travel may be required in order to perform one's job with the District. Employees are required to use school-owned vehicles whenever possible. In the event one is not available, employees shall request supervisor authorization to utilize personal vehicles. Upon receiving approval, a voucher must be completed and signed by supervision requesting reimbursement for travel expenses.

Mileage will be paid according to the rate set at the July board meeting each year, however will only be reimbursed if \$10.00 or more.

Authorized travel between the District's buildings will be reimbursed at the end of each semester upon receipt of proper paperwork, based on mileage rates set by the Board each year. Maximum reimbursement in any one day will be one round trip total. In lieu of tracking mileage, an employee may sign an agreement at the beginning of each year to receive an amount presented by the District based on the previous year, expected mileage, etc.

F. School Closure

In the event of inclement weather or other unforeseen reason, the Superintendent may delay the start of school or call for early release. If school is delayed or lets out early, employees will be paid the difference to complete their normal shift. If school is cancelled, employees will not be paid for that respective day unless they work due to the request of their supervisor, or permission is granted to work from the supervisor. Employees may elect to use PTO or personal leave to compensate for no work.

Employees, unless otherwise directed or given permission to work, are not to report to work if school is delayed or closed.

G. Early Out, Late Start, or Full Day Inservice

In the event of an in-service which requires an early release, a late start, or is all day, staff must be given the opportunity to attend the in-service, as it pertains to their job description or be assigned other duties.

H. Phone Use

Personal telephone calls during working hours should be for emergency purposes only. If necessary, personal calls/texting should be made during non-working hours such as lunch and break times. Long distance calls should be made via personal cell phones or paid for by credit cards or phone cards.

APPENDIX A
REQUEST FOR SETTLEMENT OF GRIEVANCE
LEVEL ONE

(To be completed by aggrieved person)

Date of presentation to supervisor: _____

Name of aggrieved person: _____

Home address: _____

School:

Supervisor:

NATURE OF GRIEVANCE:

SETTLEMENT REQUESTED:

Signed: _____
Aggrieved person

REPLY TO LEVEL ONE GRIEVANCE

Date reply sent to aggrieved person: _____

Name of aggrieved person: _____

Home address: _____

School:

Date of presentation of grievance to Supervisor: _

Reply of Supervisor with rationale:

Signed _____

Supervisor

APPENDIX B
HOURLY STAFF HIRING WAGE SCHEDULE

Grade	Position	Start
A	Kitchen Assistant Educational Aide Tutor HS MCL Supervisor	\$ 19.10
B	Administrative Assistant Certified Educational Aide Certified Tutor Library Aide High School Registrar	\$ 19.35
C	Assistant Grounds Custodian	\$ 19.65
D	Special Education Aide Special Education Aide/Transportation	\$ 20.15
E	Maintenance Central Receiving Attendant	\$ 21.45
F	Behavior Technician	\$ 22.00

ARTICLE 14- EFFECT OF AGREEMENT

A. TERM OF AGREEMENT – The provisions of this agreement shall be effective the 1st day of July, 2025 through the last day of June, 2026.

This agreement is signed this _____.

In witness thereof:

For the Harrisburg Education Association

For the School Board, School
District #41-2

President

Date

President

Date

Negotiation Chairman

Date

Negotiation Chairman

Date