

Eagle Butte School District 20-1

**Eagle Butte Education Support Personnel
Schedule C**

**2022-2023 / 2023-2024
Negotiated Agreement**

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**EAGLE BUTTE EDUCATION SUPPORT PERSONNEL
PERSONNEL POLICY
2022-2023 / 2023-2024**

The Eagle Butte School District Board of Education recognizes the Eagle Butte Education Support Personnel as the sole and exclusive representative for all non-certified public employees in the Eagle Butte School District.

This personnel policy has been written and made a part of the master agreement so that all parties are aware and knowledgeable of prior negotiated agreements concerning District 20-1 Eagle Butte Education Support Personnel.

Updated agreement to be on file in the Business Office within 30 business days following the conclusion of negotiations. Failure to file updated agreement within 30 business days' forfeits the newly negotiated terms and agreement reverts to the last negotiated agreement.

**EDUCATION SUPPORT PERSONNEL POLICIES FOR EMPLOYMENT
QUALIFICATIONS:**

All personnel must meet the requirements set forth in their job description. Proof of high school graduation must be submitted on or before the first day of employment, effective for all persons employed after July 1, 1993. Transcripts of college credits applicable to job, appropriate licenses and certificates relevant to job positions will be on file in the Eagle Butte School District 20-1 Business Office, and must be on file by September 1.

JOB DESCRIPTIONS:

All Education Support Personnel will have a job description. Included in the job description will be principle responsibilities, hours of work, and designation of supervisor/evaluator.

EVALUATIONS AND PROCEDURES:

Evaluations will be made by the immediate supervisor. New employees will be evaluated twice a year for the first two years of employment. It is the responsibility of the designated supervisor/evaluator to carry out the evaluation of education support Personnel under their supervision in a manner consistent with job description.

Education Support Personnel will be notified of non-renewals by May 15.

SUPERVISION:

All staff members shall deal directly with their immediate supervisor prior to discussing problems or requests with the District Superintendent. The immediate supervisor shall be informed, by the staff member, when the staff member elects to discuss problems and concerns with the District Superintendent. Staff members shall discuss these problems and concerns with the District Superintendent before taking these issues to the Board of Education. The District Superintendent shall be informed, by the staff member, when the staff member elects to discuss problems and concerns with the Board of Education. All



staff members are responsible to the District Superintendent. The placement of Education Support Personnel is the responsibility of the Superintendent in cooperation with the Principal involved. Duties and responsibilities of Education Support Personnel are to carry out assignments by Superintendent and Principal according to the policies of the Board of Education.

WORKING HOURS:

All full-time Education Support Personnel are expected to work an eight hour day. All employees will be allowed adequate time for a non-paid lunch.

For Education Support Personnel work could be assigned between 7:30 A.M. and 5:00 P.M., Monday through Friday, 8 hours straight, ½ hour lunch. Education Support Personnel may be assigned to playground, hall, or lunchroom duty. Education Support Personnel may leave thirty (30) minutes early on days of noon duty.

All Education Support Personnel may leave on days preceding vacations and weekends after class completion, or at 3:30 P.M., or when work is completed.

All Education Support Personnel will fill out time sheets and turn them in to the Business Manager by the first of the month. Payroll warrant will be held until time card is submitted.

PROFESSIONAL LEAVE AND ORGANIZATIONS:

The Board of Education shall encourage employees to actively participate in professional meetings. Education Support Personnel are expected to be interested in the work of their professional organizations. The Board will allow up to three days at one given time for professional meetings. Eligibility to attend meetings shall be based upon professional interest and must be approved by District Superintendent. Mileage and per diem will be paid according to State rates. Receipts for expenses and a signed voucher must be submitted to the School District Office. The payment of a substitute shall be made by the District for an employee attending a professional meeting, if the supervising Administrator deems a substitute is necessary. Leave must be approved by immediate supervisor.

EXTRA-DUTY PAY:

When Education Support Personnel are called to work for an emergency situation, their weekly schedule will be adjusted accordingly. Education Support Personnel may not report to work in an emergency situation without authorization of their supervisor or Administration. The employee must:

1. Have authorization to perform extra duties from the Business Manager.
2. Give an estimate of the duration employee will be performing the extra duties; and,
3. Employee must report extra hours worked to the Business Manager on the next working day. Employee's weekly schedule will be adjusted. Any adjustments to the work schedule will be made in the same work week. When duties are performed at the end of one pay period, the adjustment may be carried over to the next pay period.

A substitute will be hired as needed by the Administration. Education Support Personnel work week will begin at 12:00 A.M. on Saturday.

HEALTH INSURANCE:

The District shall contribute the following amounts for insurance: single person coverage to be paid by the District at \$975 per month, employee and spouse or employee and children to be paid at \$1075 per month and family coverage to be paid at \$1175 per month. This must be used toward life insurance and any combination of the group medical, dental, and vision insurance. If the total of the District contribution is not used, the excess money will remain in the general fund of District 20-1. Any dollar amount above the District contribution will be paid by the employee. Educational Support Personnel may be involved in the negotiation process for the purpose of insurance negotiations.

SUPPLEMENTAL INSURANCE:

Optional premium for Education Support Personnel over the age of 65 to purchase supplemental insurance will be available. Proof of insurance must be shown to the Business Manager.

LEAVE-OF-ABSENCE:

Upon request of an Education Support Professional, the Board may grant said employee, as determined, six months to one agreement year leave-of-absence without pay. During such absence, the employee shall forfeit none of his/her accumulated or accrued benefits. The employee must notify their supervisor/principal and the Board of their intent to return on or before July 1 of the upcoming agreement year. An employee who is unable to work because of personal illness or disability, who has exhausted all accumulated paid discretionary leave available may be granted, upon request, an additional leave-of-absence without pay for the duration of such illness or disability, up to one year.

DISCRETIONARY LEAVE:

Discretionary leave is to be accumulated at the rate as follows: 12 month contract, 18 days; 11 month contract, 16 days; and 9 month contract, 15 days. Accumulated leave will be prorated over contract period. Discretionary leave is to be accumulated up to fifty (50) days. After a contracted employee has exhausted all accumulated days, the amount deducted from the next check will be computed at the rate of one day's pay per day of absence.

Compensation of \$50.00 per day (prorated according to length of agreement day) for each day of unused discretionary leave over fifty (50) days will be issued in June of each year. Employees hired after June 30, 2003 will not be paid for unused discretionary leave when they leave the system.

Compensation will be prorated according to the following formula. Those with full eight hr/day agreements would receive 8/8 or 100% of the compensation amount. Those with hourly agreements would receive a percentage reflecting the hours per day worked. (3

hours worked would equal 3/8; 4 hours worked would equal 4/8; 5 hours worked would equal 5/8 of the dollar amount etc.).

Leave slips must be signed, approved by Administration, and returned to the Business Manager within two working days. Verification from a doctor is required by 20-1 Administration when absences for illness or injury are for a period of three days or longer. Discretionary leave shall be defined as an illness of the employee or in the employee's immediately family.

MILITARY TRAINING LEAVE:

Any 20-1 employee may take military leave without pay upon request of his/her commanding officer. If he/she desires to take military training leave, he/she must submit a written order or letter from his/her commanding officer showing the dates of the training period. This document must be submitted with his/her request for leave at least 15 days prior to the date of departure for training.

Such absence for military training shall not affect the employee's right to receive annual vacation, discretionary leave, bonus, advancement or other advantages of his/her employment normally anticipated in his/her particular position.

ATTENDANCE BONUS:

A bonus will be paid for excellent attendance by Education Support Personnel as follows:
\$700.00 - Employees absent for one day or less, \$350 each semester.
\$600.00 - Employees absent for one and half days or less, \$300 each semester.
\$500.00 - Employees absent for two days or less, \$250 each semester.

The bonus would be prorated according to the length of agreement day. The formula would be the same as for discretionary leave payoff: Those with 8 hour agreements would receive 8/8 or 100% of the bonus; 3 hours worked would be 3/8; 4 hours would equal 4/8 and so on.

This will apply to all absences including use of all leave except professional. This includes use of discretionary and leave without pay. No attendance bonus for 12 month employees who take vacation during school year.

CHRISTMAS VACATION:

The administrative assistants do not report for work during Christmas vacation. Any designated administrative assistant will work the assigned hours during Christmas vacation at the request of his or her supervisor. Administrative assistant will work on a voucher basis at the designated administrative assistant's rate. The Plant Manager and maintenance staff will work over Christmas vacation, reflective on work calendar attached to agreements.

VACATION – 12 MONTH EMPLOYEES:

Twelve month employees will be granted 10 days per year, 5 days after each 6 months

worked. Twelve month employees completing 10 years of employment will be granted 1 extra day of vacation and 1 extra day every two years thereafter, maximum of 5 days total. The following years are when the bonus vacation days will be given: 11th, 13th, 15th, 17th and 19th year. Vacation days may be accumulated up to 15 days (current employees must use their reserve by June 30, 2006.) Staff may only use 10 days at one time. All vacation must be approved by supervisor.

RESIGNATIONS:

Resignations shall be in writing and must be submitted to the District Superintendent. The school has the authority to act in accordance with the several different agreements it offers. No liquidated damages will be assessed for breaking an agreement if the board receives two weeks advance notice. Without this notice, \$100.00 in liquidated damages may be assessed.

RETIREMENT:

South Dakota Retirement System was approved on May 15, 2000 by Board of Education for Education Support Personnel. Various annuity plans are available at each employee's own expense. See Business Manager for further information.

SUBSTITUTES:

Substitutes shall be secured by school officials, and never by the employee. No employee shall, at any time, pay a substitute.

SCHOOL DISMISSAL DAYS:

When school is dismissed or called off, Education Support Personnel are not required to report or to be at school unless asked by your supervisor. This does not pertain to early dismissal days for in-service or staff development. Missed days may be added to the school calendar.

PROCEDURES:

The Board and the Education Support Personnel will determine a procedure for negotiations which will be followed in the future.

MEET AND CONFER:

The School Board and the Eagle Butte Education Support Personnel will meet and confer on those matters of direct concern to the Education Support Personnel which fall outside the scope of negotiability.

GRIEVANCE PROCEDURE:

Grievance Procedure was approved on May 15, 2000 by Board of Education for Education Support Personnel.



Article XXIV: MANAGEMENT RIGHTS:

The laws of the State of South Dakota have vested in School Boards the full authority and power to manage, control and direct the operation of the School District and to adopt, modify or repeal policies, rules and regulations for the School District. The Board, on its own behalf of the electors of the school district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the state of South Dakota and of the United States. The exercise of the foregoing shall be limited only by the specific and express terms of this agreement. Should any provision or part thereof of this agreement be deemed null and void by a court of competent jurisdiction, such provision or part thereof shall be deleted from this agreement. The remaining provisions and parts thereof shall remain in full force and effect.

Kristy Fischer 8/19/22
2022-2023 20-1 ESP Representative Date

[Signature] 8/26/2022
2022-2023 20-1 Board Chairperson Date

BC
[Signature]

**SALARY SCHEDULE
2022-2023 / 2023-2024**

SCHEDULE C

<u>Position</u>	<u>Base</u>	<u>Increment</u>	
Executive Secretaries [Base to be adjusted per agreement period]	\$34,589	0-20	\$500
Time-Out Supervisor [9 Month Position]	\$29,096	0-20	\$430
Kitchen Supervisor [9 Month Position]	\$28,529	0-20	\$430
Computer Tech Assistant [11 Month Position]	\$35,705	0-20	\$430
School Nurse (RN) [185 Day Contract]	\$47,121	0-6 7-20	\$500 \$550
School Nurse (LPN) [185 Day Contract]	\$38,337	0-12 13-20	\$500 \$550
SLPA [9 Month Position]	\$29,096	0-20	\$430

Schedule C positions are salaried positions

A permanent 1.5% increase will be granted on current base salary, on Step 20, on Schedule C, when a step is agreed upon.

Any employee who obtains a CDL with bus driver certification will be paid \$200.00 within 90 days of submitting proof of this license to the School District Business Office. \$100.00 will be paid to said employee with the mid month payroll in October of each succeeding year that this license is in effect. To qualify for the payment in succeeding years, an employee must present proof of license to the Business Office by September 25 of that year.

Acceptance of this offer indicates the employee is willing to act as a substitute bus driver, if available to drive when requested by Administration. Employees who are asked to act as a substitute bus driver will record and submit a voucher with the dates and times of such added responsibilities and will receive compensation of \$15.00 per run to be paid quarterly by voucher for Non CDL required, or an additional \$20.00 per hour on current hourly rate for CDL required driving responsibilities.

Increments: For an employee to advance to the next increment, he/she must have completed a minimum of a nine month contract in the previous year. The increments are added at the same rate as the above schedule.

Educational Allowance:

All full-time personnel who have earned college credit will be granted educational allowance according to the following schedule. An educational allowance is \$450.00.

16 credits - 1 ed allowance 64 credits - 4 ed allowances 112 credits – 7 ed allowances
32 credits - 2 ed allowances 80 credits - 5 ed allowances 128 credits - 8 ed allowances
48 credits - 3 ed allowances 96 credits - 6 ed allowances

Special Training Certificates/Licenses:

All personnel who have earned a certificate/license in their area of employment from an accredited degree-granting institution of post-secondary education beyond the basic requirements of their position may have their salary adjusted as follows:

Certificate/License 9 months to 1 (one) year	\$500.00
Certificate/License Over 1 (one) year	\$600.00

If salary is adjusted \$500.00 or \$600.00 for certificate/license the college credit earned to receive such certificate/license can not be used for educational allowance.