

Vermillion School District #13-1

2019-2020

Classified Employee Handbook



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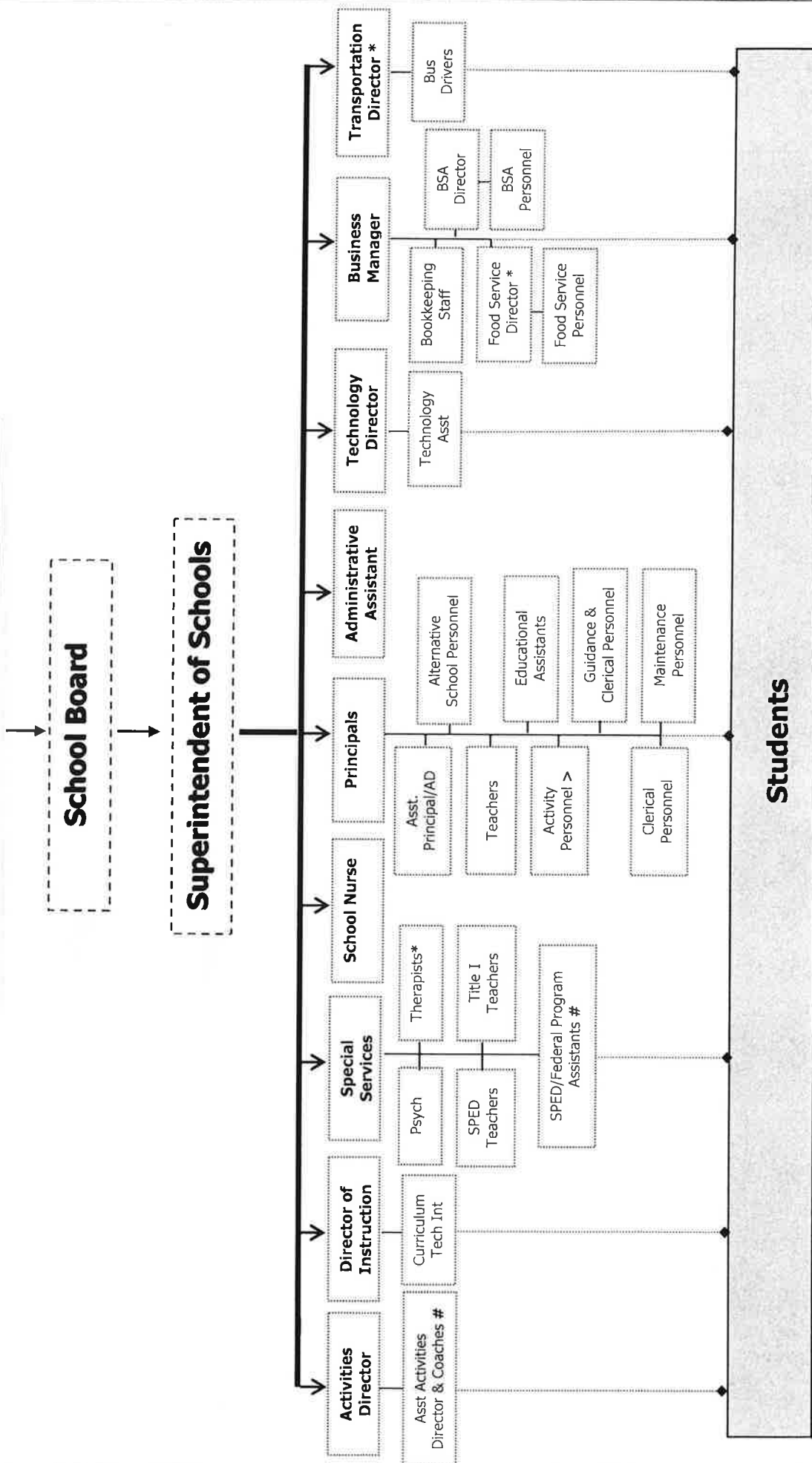
STATEMENT BY SUPERINTENDENT OF SCHOOLS

The purpose of the Classified Employee Handbook is to provide staff with policies, procedures, and general information relevant to employment in the Vermillion School District. All employees are expected to be cognizant of the contents of this manual. All employees are expected to follow the policies and procedures presented herein.

Damon R. Alvey
Superintendent of Schools

Vermillion School District Chain of Command

Vermillion Community



Informal Principal Supervision
 * Contracted Service
 > Other than coaches

DRAFT
 8/20/2019

NONDISCRIMINATION POLICY

It is the policy of Vermillion School District #13-1 that unfair or discriminatory practice as defined by SDCL 20-13-1(9) on the basis of race, color, creed, religion, sex, ancestry, disability, or natural origin is prohibited.

Complaints regarding defined unfair or discriminatory practices of SDCL ch. 20-13 are within the jurisdiction of the State Human Rights Commission and state court system (procedures contained in SDCL ch. 20-13 and ARSD 20:03 must be utilized for processing them), or federal agency and federal court system.

It is the further policy of Vermillion School District #13-1 to provide the protections of the Age Discrimination in Employment Act of 1967, 29 U.S.C. 621-634, and also to prohibit discriminatory practice on the basis of sexual orientation and/or gender identity.

It is also the further policy of Vermillion School District #13-1 to administer its contracts and agreements in accordance with principles set forth above as well as any specific provisions contained in any of said contracts and agreements relating thereto and South Dakota Constitution Article VIII, Section 1.

It is the further policy of Vermillion School District #13-1 to prohibit threats, intimidation, physical harm, harassment or bullying for any reason.

The following notice will be published annually in the official newspaper for Vermillion School District #13-1:

Notice of Nondiscrimination

The Vermillion School District does not discriminate on the basis of race, color, creed, religion, national origin, gender, disability, ancestry, sexual orientation, gender identity or age in its education programs or activities and employment opportunities and provides equal access to the Boy Scouts and other designated youth groups. The following person has been designated to handle inquiries regarding nondiscrimination policies and Title VI compliance:

Damon R. Alvey, Superintendent
Vermillion School District
17 Prospect Street
Vermillion, SD 57069
605-677-7000

The following person has been designated to handle inquiries regarding Title IX compliance:

Jason Huska, Dean of Students/Activities Director
Vermillion High School
1001 East Main Street
Vermillion, SD 57069
605-677-7035

The following respective principal of each school building serves as Section 504 coordinator/director for each building program:

Kim Johnson
Austin Elementary School
300 High Street
Vermillion, SD 57069
605-677-7010

Sam Jacobs
Jolley Elementary School
224 South University Street
Vermillion, SD 57069
605-677-7015

Tom O'Boyle
Vermillion Middle School
422 Princeton Street
Vermillion, SD 57069
605-677-7025

Jon Frey
Vermillion High School
1001 East Main Street
Vermillion, SD 57069
605-677-7035

South Dakota Regional U.S. Office for Civil Rights:
U.S. Department of Education
One Petticoat Lane
1010 Walnut Street, 3rd Floor, Ste 320
Kansas City, MO 64106
Phone: 816-268-0550
Fax: 816-268-0599
TDD: 800-877-8339
Email: OCR.KansasCity@ed.gov

This notice will appear in: School Handbooks
School Website

GENERAL EMPLOYEE CONDUCT

The school expects its employees to conduct themselves in a businesslike manner. Drinking, gambling, fighting, swearing, and similar unprofessional activities are strictly prohibited while on the job.

Employees must not engage in sexual harassment, or conduct themselves in a way that could be construed as such, for example, by using inappropriate language, keeping or posting inappropriate materials in their work area, or accessing inappropriate materials on their computer.

GRIEVANCE PROCEDURES FOR CLASSIFIED EMPLOYEES

ARTICLE I – DEFINITIONS

- A. A “grievance” is a complaint by an individual or a group of individuals upon an alleged violation, misinterpretation, or inequitable application of any existing policies, rules, or regulations of the school district.
- B. An “aggrieved person” is the person or person making the claim.
- C. The term “days” when used in this article shall, except where otherwise indicated, mean working school days.
- D. “Board” shall mean the school board, Vermillion School District 13-1.

ARTICLE II – PURPOSES

- A. The purpose of this procedure is to secure, as soon as possible, equitable solutions in grievances.
- B. These proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
- C. Nothing herein contained shall be construed as limiting the right of an individual having been aggrieved to discuss the matter informally with an appropriate member of the administration before formally filing a grievance.

ARTICLE III – PROCEDURES

- A. When an aggrieved person has a grievance, he/she shall file a written grievance with the superintendent within 20 days after the aggrieved person, through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. The superintendent of schools shall set a meeting date as soon as possible, but not later than seven days after the grievance is filed. Within seven days after the meeting, the superintendent of schools shall serve a written disposition of the matter upon the aggrieved person.
- B. Within five days after receipt of the above disposition, the aggrieved person may, if the grievance remains unresolved, appeal in writing to the board. The board shall hold a formal hearing within 20 days or at its next regular meeting, whichever comes sooner, and serve a written disposition of the matter on the aggrieved person within 10 days after the hearing.
- C. If an aggrieved person fails to comply within the time limits established, the grievance shall be considered void. If the employer fails to respond within the time limits, the grievance shall be considered resolved based upon the requested remedy. Time limits can be waived by mutual consent of the aggrieved person and superintendent of schools or board, depending on the grievance level. An aggrieved person shall at his/her option have the right to be represented at all steps grievance procedure by a representative selected by the aggrieved person.
- D. Appeal of the board decision may be taken pursuant to SDCL 3-18-15.2 in the event the grievance remains unresolved.

SALARY PAYMENT/PAYROLL DEDUCTIONS FOR FRINGE BENEFITS

All full-time (defined as employees working 30 hours or more per week) classified employees will be paid directly from the respective employee's computerized time sheet with the following conditions:

1. Each employee will receive his/her payroll distribution on or about the 20th of each applicable month.
2. Family health and dental premiums for the fiscal year will be deducted from monthly payroll in equal amounts and for as many times as payroll is received according to the respective employee work agreement.

**Non-Certified Personnel Salary Agreement
Vermillion School District #13-1**

Employee: **First Name/Last Name**

Position Assignment: **Job title**

It is hereby agreed to by and between the School Board of the Vermillion School District #13-1, and the above named employee that said person shall perform all duties assigned to this position.

Employment is to begin on or about **date of hire** and is subject to the provisions of Vermillion School District #13-1 policy GBED regarding employee criminal background checks, which policy is incorporated by reference herein.

It is agreed and understood that for your services, the District will pay you the following wage: **hourly wage**, unless reduced to federal minimum wage level due to failure to comply with Classified Personnel Schedule and Leave Policies and Procedures as seen in the Classified Handbook. If applicable, overtime rates on hourly wages will be 1 ½ times the regular rate. The above rate specified will be paid over **monthly installments** months, and your monthly check will be controlled by the Fair Labor Standards Act.

Additional Information:

Classified and hourly employees are entitled to benefits as outlined in the policies and procedures manual, provided their agreement calls for 20 or more hours per week. This agreement is subject to cancellation for any reason at any time by either party upon two weeks' written notice, or immediately for just cause with written notice.

Pursuant to SDCL 61-6-1.6, you are hereby notified that unemployment benefits will not be paid for any week which contains established and customary vacation periods, a day of legal discontinuance, or a holiday.

This agreement must be signed and returned to the Office of the Superintendent of Schools by **due date back**.

Employee

Signer

Employee's Signature

Date Signed

Shannon P. Fairholm

Signer

School Board President's Signature

Date Signed

Sheila R. Beermann

Signer

Business Manager's Signature

Date Signed

"This agreement supersedes and replaces any prior agreements issued for Non-Certified Personnel Salary Agreement for the 2018-2019 School Year."

CLASSIFIED PERSONNEL SCHEDULE AND LEAVE POLICIES AND PROCEDURES

1. All maintenance personnel who work regular day schedules and not scheduled to start later in the day will start work at 7:00 a.m. Individual maintenance personnel are not allowed to start prior to 7:00 a.m. unless approved in advance by the superintendent. All other maintenance personnel with later day schedules shall determine their schedules with the building principal and superintendent.-- (Custodians punching in after 3:30pm)
2. Principals or directors will set the start and departure times of all other classified personnel and notify the administrative services office of these times.
3. Overtime is not allowed, except for (a) head maintenance personnel during periods of snow removal and emergencies as determined by the respective building principal or director, and (b) secretaries for time associated with parent conferences as determined by the building principal or director.
4. (a) All classified staff must "clock-in" to begin work day, "clock-out" at half hour noon or midevening lunch period break depending on shift, "clock-in" to resume work day, and "clock-out" to end work day. Secretaries will be paid for lunch periods if on duty during lunch periods and having lunch at their desk. If any classified staff member must leave the work place during the day, she/he must "clock-out/clock-in." Classified personnel may "clock-out/clock-in" for a maximum one hour noon break upon approval of the building principal or director. Foregoing "clock-in/clock-out" procedures are mandatory.

(b) Employees are allowed reasonable periodic work day breaks without "clocking-out". A break guideline is one break two hours into shift and one break six hours into shift not to exceed fifteen minutes per break. Breaks must be established on a consistent basis for each classified staff member. No accumulation of break time to use for noon or midevening lunch period break or early departure is permitted. Breaks are neither to be taken at the beginning or end of an employee's scheduled work day.

(c) Classified staff personnel may not permit another to "clock-in/clock-out" for her/him. It is each classified employee's responsibility to perform this task. Further, classified staff personnel shall not view any other classified staff personnel's hours on the "clock-in/clock-out" system due to personnel privacy and confidentiality concerns. First and/or subsequent violations of this 4(c) subsection may result in termination of employment upon two weeks' notice.

(d) Sanctions for failure to comply with "clock-in/clock-out" requirements contained in 4(a) or 4(b) subsections are progressive as follows: (i) the first four incidents of failure to either "clock-in" or "clock-out" will result in no financial or disciplinary consequences, but will result an email warning to employee, supervisor and placed in personnel file to document notice and fact of violation; (ii) the fifth through seventh incidents of failure to either "clock-in" or "clock-out" will result in reduction in hourly wage rate to federal minimum wage level for an entire work day for each failure (e.g., two failures in one day cause reduction to federal minimum wage level for two entire work days) with an email notification of said incidents placed in personnel file to document notice and fact of violation; (iii) the eighth through eleventh incidents of failure to either "clock-in" or "clock-out" will result in reduction of hourly wage to federal minimum wage level for an entire five-work day period for each failure (e.g., two failures in one day cause reduction to federal minimum wage level for two entire five-work day periods) with written record of said incidents placed in personnel file to document notice and fact of violation, and (iv) twelfth and subsequent incidents of failure to either "clock-in" or "clock-out" will result in reduction of hourly wage rate for remainder of employment term and/or termination of employment upon two weeks' written notice of termination with written record of said incidents placed in personnel file to document notice and fact of violation. Incidents of failure to either "clock-in" or "clock-out" accumulate only between July 1 and June 30 of each fiscal year.

5. Personal leave or vacation is according to district policy. Leave approval (Weblink) are to be submitted to the principal or director in advance if employee is aware of leave. Inform the superintendent of the vacation or leave in absence of the principal.
6. There is no provision for unpaid leave so this practice is not permitted except for FMLA purposes (see policy GCDBEA). Once an individual employee's schedule is determined with the principal or director it shall not change unless approved by the principal or director. Any leave granted during the scheduled time must be in accordance with leave policies.

Board approval date: December 9, 2013

DUTY HOURS

Employees are expected to be on duty at the time prescribed by their supervisors. Any absence must comply with leave policies presented in this classified staff manual. An employee's failure to comply may result in dismissal.

OVERTIME

Those employees who are authorized and who work in excess of 40 hours per week will be paid 1 ½ times their hourly rate. Employees must be given authorization by the superintendent, business manager, or supervisor prior to working overtime hours. Payment of overtime hours shall be governed by the Fair Labor Standards Act.

VERMILLION SCHOOL DISTRICT ADMINISTRATIVE ASSISTANT EVALUATION

Employee _____
Position _____

Work Location _____
School Year _____

KEY:	NR – Not Required	EE – Exceeds Expectations	E – Effective	ND – Needs Development	NA – Not Acceptable
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A. WORK HABITS

- Discharges duties efficiently
- Utilizes time appropriately
- Maintains neat and safe work area
- Insures confidentiality of information
- Adheres to regulations
- Produces quality work
- Produces acceptable quantity of work
- Completes work on schedule
- Shows initiative
- Demonstrates flexibility

NR	EE	E	ND	NA

- ## F. TECHNICAL SKILLS (computer)
- Prepares statistical reports (spreadsheet)
 - Types letters (word processing)
 - Manages data (data base)
 - Works with files, student records
 - Works with school funds/budget (T & A)

NR	EE	E	ND	NA

B. LEARNING ABILITY

- Learns job thoroughly and quickly
- Adapts and incorporates program and policy changes
- Demonstrates overall knowledge of job requirements

NR	EE	E	ND	NA

G. OTHER

- Administers physician-ordered medications
- Provides first aid to students
- Communicates on the telephone
- Works with books, manuals, brochures, etc.
- Handles mail
- Wears appropriate apparel for the position

NR	EE	E	ND	NA

NOTE: (ND and NA marks must be explained and attached to this evaluation.)
(Must follow up with three-month evaluation)

SUGGESTIONS FOR GROWTH:

COMMENTS:

D. DEPENDABILITY

- Works independently of close supervision
- Meets deadlines placed on work assignments
- Maintains a good attendance record
- Is on time, ready to work and complies with district time clock policy

NR	EE	E	ND	NA

EMPLOYEE

I have read the contents of this evaluation and understand that my signature does not necessarily indicate agreement. I have a right to attach my demerital statement to this evaluation.

E. ATTITUDE

- Demonstrates a positive feeling for work
- Accepts difficult assignments
- Accepts rules re: office hours, practices, etc.
- Accepts supervision re: direction, improvement
- Exhibits respect for others

NR	EE	E	ND	NA

Date _____ Signature of Employee _____

Date _____ Signature of Evaluator _____ Title _____

Copy Distribution: First copy – Employee

Second copy – Principal and/or Superintendent

Rev. 5/06

VERMILLION SCHOOL DISTRICT CUSTODIAL, MAINTENANCE and MANAGERS EVALUATION

Employee _____

Position _____

Work Location _____

School Year _____

KEY:	NR – Not Required	EE – Exceeds Expectations	E – Effective	ND – Needs Development	NA – Not Acceptable
------	-------------------	---------------------------	---------------	------------------------	---------------------

A. WORK HABITS

1. Performs duties efficiently
2. Utilizes time appropriately
3. Maintains organized and safe work area
4. Insures confidentiality of information
5. Adheres to regulations
6. Produces quality work
7. Produces acceptable quantity of work
8. Completes work on schedule
9. Shows initiative
10. Demonstrates flexibility

NR	EE	E	ND	NA

- ## F. TECHNICAL SKILLS
1. Maintains building systems and equipment
 2. Operates job related equipment
 3. Maintains school grounds
 4. Secures building
 5. Performs daily cleaning and provides supplies
 6. Follows appropriate safety standards

NR	EE	E	ND	NA

B. LEARNING ABILITY

1. Learns job thoroughly and quickly
2. Adapts and incorporates program and policy changes
3. Demonstrates overall knowledge of job requirements

NR	EE	E	ND	NA

G. OTHER

1. Provides emergency assistance when needed
2. Reports major repair needs
3. Trains employees in procedures
4. Inspects work and evaluates performance
5. Wears proper uniform and footwear
6. Portrays appropriate appearance
7. Compliance with district time clock policy

NR	EE	E	ND	NA

C. RELATIONSHIP WITH PEOPLE

1. Is pleasant, agreeable, and tactful
2. Displays effective listening skills
3. Communicates problems and concerns effectively and courteously
4. Cooperates with others

NR	EE	E	ND	NA

NOTE: (ND and NA marks must be explained and attached to this evaluation.)
(Must follow up with three-month evaluation)

SUGGESTIONS FOR GROWTH: _____

COMMENTS: _____

D. DEPENDABILITY

1. Works independently of close supervision
2. Meets deadlines placed on work assignments
3. Maintains a good attendance record
4. Is on time and ready to work

NR	EE	E	ND	NA

E. ATTITUDE

1. Demonstrates a positive feeling for work
2. Accepts difficult assignments
3. Accepts department and building rules
4. Accepts supervision re: direction, improvement
5. Exhibits respect for others

NR	EE	E	ND	NA

EMPLOYEE

I have read the contents of this evaluation and understand that my signature does not necessarily indicate agreement. I have a right to attach my demerit statement to this evaluation.

Date

Signature of Employee

Date

Signature of Evaluator

Title

Copy Distribution: First copy – Employee

Second copy – Build. Level Principal

Third copy - Superintendent

Rev. 11/06

VERMILLION SCHOOL DISTRICT EDUCATION ASSISTANT EVALUATION

Employee _____ Work Location _____
 Position _____ School Year _____

KEY: NR – Not Required EE – Exceeds Expectations E – Effective ND – Needs Development NA – Not Acceptable

		NR	EE	E	ND	NA
A. WORK HABITS						
1.	Makes good use of time					
2.	Takes breaks limited to standards as outlined in working agreement					
3.	Assumes responsibility for assigned tasks and begins them promptly					
4.	Gathers appropriate data and materials					
5.	Completes assignments on time					
6.	Handles interruptions or pressures and remains productive					
7.	Demonstrates flexibility					
B. RELATIONSHIP WITH OTHERS						
1.	Is pleasant, agreeable, and tactful					
2.	Shows empathy for students and parents					
3.	Displays effective listening skills					
4.	Communicates problems and concerns effectively and courteously					
5.	Cooperates with others					
C. DEPENDABILITY						
1.	Maintains a good attendance record					
2.	Is on time, ready to work and complies with district time clock policy					
3.	Meets deadlines placed on work assignments					
D. ATTITUDE						
1.	Displays a positive "can do" attitude					
2.	Accepts rules re: office hours, practices, etc.					
3.	Accepts supervision re: direction, improvement					
4.	Exhibits respect for others					
E. PROFESSIONAL SKILLS						
1.	Demonstrates dedication and loyalty to students and staff					
2.	Maintains confidences					
3.	Demonstrates professional growth by asking questions					
4.	Demonstrates a good role model for children and others					
5.	Wears appropriate apparel for the position					
F. STUDENT MANAGEMENT SKILLS						
1.	Reinforces student behavioral expectations consistently					
2.	Maintains dignity of the student at all times					
3.	Offers encouragement when appropriate					
G. OTHER						
1.	Demonstrates adequate training for position					
2.	Follows appropriate safety standards					
NOTE: (ND and NA marks must be explained and attached to this evaluation.)						
SUGGESTIONS FOR GROWTH: _____						
COMMENTS: _____						
PROG.ADMIN. COMMENTS: _____						
I have read the contents of this evaluation and understand that my signature does not necessarily indicate agreement. I have a right to attach my demerit statement to this evaluation.						
Date _____						Signature of Employee _____
Date _____						Signature of Principal _____
Date _____						Signature of Program Administrator _____

EMPLOYEES: ANNUAL LEAVE

These regulations apply to full time, twelve-month classified staff of the district.

Requests for annual leave must be approved by an employee's immediate supervisor and/or the business manager prior to the time of departure. Annual leave must be reported on an official leave form.

Annual leave is accrued on a monthly basis. Leave requests may not exceed the amount of time accrued. Deduction of any hours over maximum of 320 or 280 hours will only occur at calendar year end.

Annual leave is accrued according to the following schedule:

Classified Staff

FOR EMPLOYEES HIRED ON OR BEFORE JUNE 30, 1994:

First through Twentieth Years of Employment

15 days per year (10 hours per month), cumulative to a maximum of 280 hours.

Twenty-first Year of Employment and Beyond

20 days per year (13 hours per month, except 15 hours in March and September), cumulative to a maximum of 320 hours.

FOR EMPLOYEES HIRED AFTER JUNE 30, 1994:

First through Tenth Years of Employment

10 days per year (6 hours per month, except 10 hours in March and September), cumulative to a maximum of 240 hours.

Eleventh through Twentieth Years of Employment

15 days per year (10 hours per month), cumulative to a maximum of 280 hours.

Twenty-First Year of Employment and Beyond

20 days per year (13 hours per month, except 15 hours in March and September) cumulative to a maximum of 320 hours.

Employees voluntarily leaving the district may terminate their employment at the end of their accrued annual leave period or may receive a lump sum payment for unused accrued annual leave. An employee who has been released from contract due to disciplinary reasons must take accrued annual leave in a lump sum payment.

HOLIDAYS: 12 MONTH FULL-TIME EMPLOYEES

The following are paid holidays and amount of time allowed for each:

<u>EVENT</u>	<u>DAYS OFF WITH PAY</u>
New Year's Eve	0.5
New Year's Day	1.0
President's Day	1.0
Good Friday	1.0
Memorial Day	1.0
Independence Day	1.0
Labor Day	1.0
Thanksgiving Day	1.0
Friday after Thanksgiving	1.0
Christmas Eve	1.0
Christmas Day	1.0

Employees will receive their holiday pay during the pay period when they take the holiday.

When a holiday falls on Saturday, the proceeding Friday will be the holiday. When a holiday falls on Sunday, the following Monday is the holiday. This aforementioned is valid only when school is not in session. If school is in session, a substitute day will be provided at the discretion of the employee's supervisor. Employees will receive their holiday pay during the pay period when they take the holiday.

FAMILY AND MEDICAL LEAVE ACT (FMLA LEAVE) – CLASSIFIED STAFF

An eligible employee is entitled to up to a combined total (paid and unpaid) of twelve (12) weeks of leave per year for:

1. The birth and first year care of a child;
2. The adoption or foster placement of a child;
3. The illness of an employee's spouse, parent, or child or
4. The employee's own illness.

In the event current sick leave, family illness and sick leave bank accumulated leaves exceed rights under this FMLA leave policy, then in that event the individual's accumulated leave rights under the sick leave, family illness and sick leave bank policies shall prevail.

The term "eligible employee" for FMLA leave purposes (unpaid leave remaining after using up vacation, sick leave, annual leave or personal leave, which leave policies have other eligibility requirements) means an employee who has been employed (1) for at least 12 months by the employer with respect to whom FMLA leave is requested and (2) for at least 1,250 hours of service with such employer during the previous 12 month period (during a 180 day school year, this averages out to 6 hours, 56 minutes per day or 34 hours, 43 minutes per week.)

The term "illness" for FMLA leave purposes (unpaid leave remaining after using up vacation, sick leave, annual leave or personal leave) means, injury, impairment, or physical or mental condition that involves (1) inpatient care in a hospital, hospice, or residential medical care facility, or (2) continuing treatment by a health care provider.

The employee must first use and count all available accrued paid leave, including vacation, sick leave, annual leave and personal leave, before using the unpaid leave. During the period of FMLA leave, the employee is entitled to the continuation of all fringe benefits. Employees will still earn sick days and vacation days while on FMLA leave. The district will continue to pay its portion of the health insurance, and it will be the employee's responsibility to continue to pay for his or her portion. Upon return to work, the employee will be entitled to his or her same position or an equivalent position with equivalent pay.

In the case of birth, adoption or foster placement, the FMLA leave entitlement for child care ends after (1) the child reaches age one, or (2) 12 months after adoption or placement. FMLA leave to care for a child would include leave for a stepparent or a person in loco parentis.

In cases where both spouses are employed by the district, the combined amounts (both employees) of FMLA leave for birth, adoption or foster placement, or family illness is limited to twelve (12) weeks. Personal illness is not limited to this combined total.

The district, at the request of the employee, may agree that the employee may take FMLA leave intermittently or on a reduced hours basis in connection with the birth, adoption or foster placement of a child. This is subject to the recommendations of the administrator or supervisor and is at the request of the employee.

When FMLA leave is in connection with birth, adoption or foster placement, and is foreseeable, the employee must provide at least thirty (30) days' notice of the date when FMLA leave is to begin. When FMLA leave is in respect to family or employee illness which is foreseeable, the employee must make a reasonable effort to schedule treatment, including intermittent and reduced hour leave, so as to not unduly disrupt the operations of the district.

In case of employee illness, in addition to current sick leave and sick leave bank policy requirements, the district may require the employee to provide certification by his or her health care provider that the employee is able to return to work and is able to meet the essential functions of the job.

If an employee fails to return to work after the leave period has expired, unless the absence is due to continued family or personal illness or other circumstances beyond the employee's control, the district will

require the employee to reimburse the district's share of the health insurance premiums paid while the employee was on FMLA leave.

The superintendent or designee will work individually with an employee who wants to apply for FMLA leave. FMLA request forms are available from the business office.

FUNERAL/BEREAVEMENT LEAVE

A classified employee may take up to three (3) consecutive work days with full compensation for funeral leave due to death in the classified employee's immediate family, provided that the approval of the building principal, or his/her designee, is obtained. After that, an additional twelve (12) days may be used, upon the approval of the principal, for bereavement of that death which will be taken from the classified employee's accumulated sick leave. "Immediate family" is defined as spouse, child, parent, sibling, grandparent, parent-in-law, son-in-law, daughter-in-law, grandchild, aunt, uncle, legal guardian, or ward.

A classified employee may take up to one (1) work day with full compensation for funeral leave due to death where there has been a close association, provided that the approval of the building principal, or his/her designee, is obtained. After that, an additional four (4) days may be used for bereavement of that death which will be taken from the classified employee's accumulated sick leave.

JURY DUTY, SUBPOENAS, LAWSUITS AND PAY

A classified employee called for jury duty during school hours or required by subpoena to give testimony in a hearing during school hours, before any judicial, legislative, or administrative tribunal, shall be granted leave with pay for the days, or parts of days, such absence is required. Any compensation received from jury duty or the designated subpoena absence (with the exception of any fee paid for mileage to or from the court site) shall be remitted to the school district. Such classified employee shall notify the superintendent and/or principal as soon as practical of the necessity of taking such legal leave.

MATERNITY LEAVE

Illness/disability policies will apply to maternity. Maternity will be treated the same as any temporary disability.

MEDICAL INSURANCE/DENTAL INSURANCE

All classified employees who work thirty hours or more per week shall receive medical and dental insurance to cover themselves

MILITARY LEAVE

1. Vermillion School District employees who are members of the "reserve component of the armed forces" are strongly encouraged to fulfill military training/active duty requirements that are optional when school is not in session.
2. Vermillion School District employees who are members of the "reserve component of the armed forces" may be granted military leave of absence by the superintendent upon receipt of a formal written request.
 - A. An employee will be paid by the district for a period of up to ten (10) days an amount equal to the difference between the daily military compensation and the employee's daily rate of pay, if the employee's daily rate of pay exceeds the daily military compensation.
 - B. Additional days may be granted to the employee upon approval of the superintendent.
3. The provisions of SDCL 3-6-22 through 3-6-25, inclusive, regarding restoration to employment and benefits will be honored.

PERSONAL LEAVE

Classified employees who have work agreements for nine months or longer and who work 30 hours per week or more shall receive three personal leave days with full compensation.

A classified employee with greater than fifteen (15) years employment with the Vermillion School District may receive one (1) additional personal leave day each year by trading two (2) current year sick leave days with written request. Prior year accumulative sick leave or sick leave bank days may not be used for this purpose. There must be at least two (2) sick leave days remaining for the employee to trade days for purposes of this policy.

Classified employees must request personal leave from their supervisor prior to taking such leave. Supervisors may approve or deny the personal leave request.

Up to one (1) day of unused personal leave may be carried over to accumulate to no more than four (4) personal days for the next year. Any other remaining unused days or half-days will be credited to the classified employee's accumulated sick leave at the end of the fiscal year.

Up to one (1) day of unused personal leave may be carried over to accumulate to no more than four (4) personal days for the next year. Up to four (4) days may be compensated at a rate of \$50 per day for unused personal leave days. Any other remaining unused and not reimbursed days or half-days will be credited to the employee's accumulated sick leave at the end of the contract year.

SUPPORT STAFF LEAVES AND ABSENCES

Full time employee (employees working 30 hours or more per week) contracting or incurring any non-service connected sickness or disability which renders such employee unable to perform the duties of his/her employment, shall receive sick leave with pay.

Employees shall be eligible for sick leave after thirty (30) days of service with the employer.

Employees shall be allowed yearly sick leave according to their contracted length of employment:

- 12 months – 12 days per year
- 10 months – 11 days per year
- 9 months – 10 days per year.

Employees shall start to earn sick leave from their date of hire, and they shall accumulate sick leave as follows:

- 12 months – two hundred (200) days
- 10 months – one hundred ninety (190) days
- 9 months – one hundred eighty (180) days.

Five (5) days per year may be used for family illness.

Sick leave shall be granted to employees when they are incapacitated and cannot perform their duties due to sickness, injury and confinement, or treatment.

Any absence for person or family illness is to be reported on the appropriate form, signed by the employee and his/her immediate supervisor. This form is to be submitted to the business office computer operator immediately following the absence.

There shall be established, among and for the support staff of the Vermillion School District, a sick leave bank which will be administered according to the following guidelines:

- A. Participation in the sick leave bank shall be mandatory for new employees employed after November 30, 1991.
- B. Each classified staff member contributes a minimum of two (2) days up front and one (1) day per year. The annual one (1) day collection will be suspended when the total bank days accumulate to six hundred (600) days and collection will be reinstated when the total bank days drop to four hundred (400) or less.
- C. An open voluntary enrollment for participation in the sick leave bank will be held until June 30, 2007 for all current employees wishing to be grandfathered into the bank. Employees electing not to participate in the bank at this time will not have the option at a later date.
- D. Employees may not become a receiving member of the bank until they have completed one (1) year of employment.
- E. No single individual may receive more than ten (10) days from the bank in any one (1) year.
- F. Time granted from the bank must be for the employee's personal illness and approved by the business manager. The business manager shall consider only written requests signed by the employee or the employee's next of kin, and such requests shall be accompanied by a physician's certificate attesting to the illness of the employee. Requests should be submitted by the first of the month in which the bank leave is requested.
- G. Once days are contributed to the bank they shall no longer be credited to the employee's personal sick leave accumulation.

Upon retirement, if the employee has been with the school district for at least twenty (20) years of service, he/she will receive a maximum of \$10.00 per day reimbursement to a maximum of accumulated sick leave days, according to employment status listed above. An employee who has been part of the bank will place ten percent (10%) of his/her accrued sick leave in the sick leave bank upon his/her retirement with written consent from the employee.

ALCOHOL AND DRUG ABUSE AND/OR DEPENDENCE BY EMPLOYEES (DRUG-FREE WORKPLACE)

Student and employee safety is a paramount concern to the school board. Employees under the influence of alcohol, drugs, or controlled substances are a serious risk to themselves, to students, and to other employees. Therefore, the school board will not tolerate the unlawful manufacture, use, possession, sale, distribution or that person being under the influence of drugs or controlled substances. Nor will the school board tolerate the use of or being under the influence of alcohol by an on-duty employee. Any employee who violates this policy will be subject to disciplinary action which may include dismissal and possible referral to law enforcement officials for prosecution. Each employee of the district is hereby notified that, as a condition of employment, the employee must abide by the terms of this policy and will report to the superintendent any criminal drug statute convictions. Such notification must be made by the employee to the superintendent no later than five days after conviction.

Upon receipt of information concerning a violation of this policy, the district will take appropriate disciplinary action which may include termination of employment or mandatory employee participation in alcohol/drug abuse or dependence treatment, assistance or rehabilitation programs.

All employees will attend, whenever given, a district drug-free awareness program at which employees will be informed about the danger of drug abuse in the workplace; this policy of maintaining a drug-free workplace; available drug counseling; rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

The school district recognizes that employees who have an alcohol or drug abuse or dependence issue should be encouraged to seek professional assistance. An employee who requests assistance shall be referred to a treatment facility or agency in the community if such a facility or agency is available.

The school district hereby commits itself to a continuing good faith effort to maintain a drug-free workplace.

A copy of this policy shall be given to all present and future employees.

EMPLOYEE CRIMINAL BACKGROUND CHECK

It is the policy of the school board to only employ individuals who do not have a "disqualifying record." Each offer of employment is subject to the provisions of SDCL 13-10-12, et seq., relating to criminal background investigations. This policy shall apply to all individuals offered employment on or after July 1, 2000, who were not employed by the district during the preceding school year. An employee is any person the district lists on its payroll and makes payroll deductions pursuant to state or federal law.

Each person considered a final applicant for employment shall be provided with a memorandum to and certification form for completion by a law enforcement agency as provided in Appendix A to this policy, together with fingerprint identification cards approved by the South Dakota Division of Criminal Investigation, and an envelope, postage prepaid, addressed to the South Dakota Division of Criminal Investigation. The final applicant shall take the fingerprint cards, certification form, the memorandum, and the addressed, stamped envelope to a law enforcement agency and submit to the fingerprinting process. The final applicant must also provide to law enforcement a check or money order made out to the South Dakota Division of Criminal Investigation in an amount necessary to cover the costs of the criminal record check. These actions must be taken by a final applicant within 10 days of any offer of employment or said offer will be deemed revoked. The final applicant's completed application will be attached to the certification of the law enforcement agency when received.

Any person granted employment subject to this policy is employed on a temporary basis conditioned upon no disqualifying report being received from the criminal background investigation. Any disqualifying record will result in immediate termination of employment without further notice or hearing. A "disqualifying record" means any conviction of a crime of violence as defined in SDCL 22-1-2(9), a sex offense as defined in SDCL 22-24B-1, or trafficking in controlled drugs or substances which when and where committed would constitute such in the state of South Dakota. Unpardoned convictions for felonies or unpardoned convictions of any crime of moral turpitude as defined by SDCL 22-1-2(25) which when and where committed would constitute such in the state of South Dakota may constitute a disqualifying record as determined by the school board on a case-by-case basis. Any criminal conviction not disclosed by an applicant may be treated as a disqualifying record. Any criminal conviction may be considered in making a hiring decision.

An applicant for employment subject to this policy shall provide to the law enforcement agency performing the fingerprinting process cash, check, or money order in an amount necessary to cover the costs of the criminal record check.

This policy applies to all other employment agreements, whether written or oral.

PERSONNEL COMMUNICABLE DISEASE – HANDLING BODY FLUIDS

Contact with blood and body fluids is not expected in the usual school day, but it is a possibility under certain conditions. Therefore, the following criteria shall be utilized when handling blood or other body fluids.

1. Always wear gloves as provided when in contact with blood or body fluids.
2. Contact custodians to clean the spill with disposable material and with appropriate commercial cleaner.
3. Disposable materials and body fluids must be sealed in a plastic bag and marked as contaminated. The custodial staff is to be notified to make appropriate disposal of plastic bag.
4. Disinfect the spill area and any non-disposable equipment with appropriate commercial cleaner.
5. Wash hands immediately and thoroughly with soap and water upon completion of any or all the steps previously listed.
6. The school nurse will provide awareness of the issues in this policy to the staff on an ongoing basis during the month of September.

PUBLIC COMPLAINTS

Constructive criticism of the schools will be welcomed by the board when it is motivated by a sincere desire to improve the quality of the educational program or to equip the schools to do their tasks more effectively.

Whenever a complaint is made directly to the board as a whole or to an individual board member, the individual or group involved will be advised to take their concern to the appropriate staff member.

The board believes that complaints and grievances are best handled and resolved as close to their origin as possible, and that staff should be given every opportunity to consider the issues and attempt to resolve the problem prior to involvement by the board. Therefore, the proper channeling of complaints involving staff, instruction, discipline, or learning materials will be as follows:

1. teacher (coach/director)
2. principal
3. superintendent
4. board

If a complaint, which was presented to the board and referred back through proper channels, is adjusted before it comes back to the board, a report of the disposition of the matter will be made to the board by the superintendent.

The board expects the professional staff to receive complaints courteously and to make a proper reply to the complainant.

Matters referred to the superintendent and/or board are requested to be in writing and should be specific in terms of action desired.

Concerns about board actions or board operations are welcome anytime.

SEXUAL HARASSMENT POLICY

It is the Vermillion School District's policy that sexual harassment is illegal, unacceptable and shall not be tolerated; no employee or student of the school district may sexually harass another. Any employee or student will be subject to disciplinary action including possible suspension, expulsion, or termination for violation of this policy.

DEFINITION

Any unwelcome sexual advances, solicitation or sexual activity by promise of rewards, coercion of sexual activity by threat of punishment, verbal sexist remarks, or physical assaults constitute sexual harassment. This conduct has the effect of unreasonably interfering with an individual's academic work performance or of creating an intimidating, hostile, or offensive employment or educational environment regardless of intent.

RESPONSIBILITY

School district officers, employees and students are responsible for maintaining a working and learning environment free from sexual harassment. Workshops and activities will be provided by the school district to explain the policy and laws. Careful scrutiny will be undertaken of all allegations of sexual harassment. False allegations that are malicious or ill-founded may constitute libel or slander. Copies of the policy will be available at all administrative offices.

COMPLAINTS

Any employee who believes that he or she has been a subject of sexual harassment by a district employee or officer should report this incident immediately to his or her immediate supervisor. If the immediate supervisor is involved in the activity, the violation should be reported to the supervisor's immediate supervisor. Students should report such incidents to the guidance counselor and/or the responsible administrator. All reported incidents will be thoroughly investigated and subject to disciplinary action. Confidentiality consistent with due process will be maintained.

If an employee or student files a written complaint because of dissatisfaction with the handling of the complaint, he or she may utilize any applicable grievance procedure.

SMOKE-FREE FACILITIES

The Vermillion School District is dedicated to providing a healthy, comfortable, and productive environment for staff, students, and citizens. The school board believes that education has a central role in establishing patterns of behavior related to good health and shall take measures to help its students to resist tobacco (smoke and smokeless) use. Materials related to tobacco (smoke and smokeless) use prevention are a part of the elementary and secondary curriculum. The school board is concerned about the health of its employees and also recognizes the importance of adult role modeling for students during formative years. Therefore, the board shall promote non-smoking and non-use of tobacco (smoke and smokeless) products among its staff and students.

Smoking and use of tobacco (smoke and smokeless) products shall be prohibited on school district property. This shall include school buildings, grounds, and school-owned vehicles.

VERMILLION SCHOOL DISTRICT SOCIAL MEDIA POLICY (SCHOOL PERSONNEL)

Social media has become a huge part of today's society. The wide variety of social networking tools provides school personnel with easy access to share important news and events. Such media technologies as Twitter, Facebook, Internet forums, social blogs, Wikis, photographs, and others have many benefits today. However, they can be disruptive when inappropriate postings occur. Using these communication tools in an inappropriate manner can have negative consequences, especially if unkind words or threats are used.

The Vermillion School District recognizes and supports free speech, expression, and association, including the use of social networks. Any online postings must be consistent with federal and state laws, as well as school rules and regulations (including those listed below).

Specifically prohibited behaviors include but not limited to:

- Sexually explicit, profane, lewd, indecent, illegal, or defamatory language/actions.
- Derogatory language regarding school personnel or students.
- Comments designed to harass or bully students and/or school personnel.
- Nude, sexually-oriented or indecent photos, images or altered pictures.

Any use of in school or out of school computer software, computer networks, telecommunications devices, information technology, and related technologies, which disrupts or interferes with the educational process in any manner is prohibited and may result in disciplinary action including suspension and/or termination of employment.

WORKER'S COMPENSATION INSURANCE

All employees are covered by worker's compensation insurance. Injuries sustained while on duty are covered by this insurance with some statutory requirements. However, such injuries covered by worker's compensation are not covered by the group hospitalization and surgical insurance.

Any injury sustained for which a claim for worker's compensation insurance will be filed must be reported by the claimant within three days of occurrence to the superintendent's office. Medical bills for the treatment of such injuries are to be sent directly to the superintendent's office.

An employee may be required after seven (7) visits to the medical practitioner of his/her choice to submit himself/herself at the expense of the employer for examination to a medical practitioner selected by employer or insurance carrier, pursuant to SDCL 62-7-1, to determine the nature, extent, and probable duration of any injury received by the employee and the amount of compensation which may be due the employee.

Other such examinations may periodically be requested by employer or insurance carrier, not more frequently than once every four weeks.

