

SECTION III

STAFF

III-A. Certified

TEACHER RESPONSIBILITIES

All teachers shall file their certificate with the superintendent prior to the commencement of service. For reporting purposes, a transcript of all college credit shall be on file in the superintendent's office.

Any teacher who is to be absent from school shall cause immediate notice of such absence and the duration and reason thereof to be given to the principal. Principals shall report absences of teachers as well as their personal absences to the superintendent.

Teachers shall devote themselves exclusively during (school hours) 8:30 - 3:30 to the duties of their respective positions. They shall acquaint themselves with the school regulations and shall cooperate with the principal and superintendent in all measures that may be adopted for promoting the welfare of the school. Any variations from their hours must be approved by the principal.

Teachers shall furnish such reports as may be required from time to time, either by the principal or superintendent. Teachers shall have the care of their individual rooms and shall be held responsible for the proper protection of any furniture and equipment belonging thereto. They shall give proper notice to the principal of any damages to any equipment or school property.

Teachers shall maintain good order and neatness in their rooms and aid in securing the same in the halls and on the school premises before and after school and during intermissions, subject to the direction of the principal.

In their dealings with parents and guardians of the pupils, teachers shall show the courtesy and maintain the dignity that befits their position as teachers, and at all times they shall conduct themselves so that no reproach may be brought against them. All teachers are expected to work for the general interest of the school as a whole and to this end render any aid in their power to their fellow teachers.

Teachers shall make no rules for the government of their school except subject to the approval of the principal of the building.

Teachers shall not vary the regular program in regard to dismissing classes before schedule time without the approval of the principal.

Teachers shall use kindness, and appeal to the better nature of the pupils. They shall abstain from all indiscretion in words or actions and avoid severe means of discipline.

Teachers shall confer with the principal concerning all pupils requiring special discipline.

Teachers shall in no case send pupils into another room as a punishment, but for good reason may send them to the principal; nor shall they send pupils home or on errands without the consent of the principal.

All teachers are to be in their rooms by 8:00 A.M. and are requested to remain after dismissal until 4:00 P.M. except on Fridays and holidays. If it is necessary to leave earlier than 4:00 P.M., please obtain permission from the principal. Teachers should plan to be available for student and parent

conferences within those time limits. Your being in the building some place will not serve this purpose if you cannot be found. You should be sure that you look in your mailbox daily. It is located in the principal's office.

Phone message and e-mails should be checked daily.

A. LEAVING THE BUILDING

Teachers who wish to leave the building during school hours or who wish to leave early after school are asked to let the principal know.

B. USE OF BUILDING

No teacher or other school personnel is to allow any student access to any part of the building without adequate supervision. Use of buildings or equipment by local non-school organizations or individuals must be cleared through the principal previous to its use.

C. SMOKING POLICY

The Hamlin School Board recognizes that tobacco and tobacco smoke pose a serious threat to the health and well-being of the district's students and employees. It is detrimental to the effective operation and maintenance of the schools. Therefore, the Board expresses the following policy. The policy applies to all individuals regardless of age and regardless of whether they may legally use the products.

1. The use of tobacco products shall be forbidden in all school buildings and in all school vehicles. (DATE OF ADOPTION: DECEMBER 12, 1988)

D. PLAN BOOKS, CLASS RECORD BOOKS AND SEATING CHARTS (ALL IN ONE BOOK)

Please place your name in the Plan Book and Class Record Book and leave at your desk where they can easily be found in case a substitute is necessary. A seating chart for each of your teaching sections should be kept in your desk where it can easily be found by a substitute teacher. Make lesson plans for at least (5) five days in advance.

E. TEXTBOOKS

All textbooks are furnished by the Hamlin School District. Teachers will be responsible for all books loaned to the pupils. A record by number of textbooks given out to the students for the year shall be kept. A reasonable amount of wear is expected, however, students must pay for all books rendered unusable or lost. Assessments for lost books will be based on 80% of its value for the first year, 60% for the second year, 40% for the third year, and 20% after that.

F. GRADING OF STUDENTS

Students of high school level are given periodic (quarterly) appraisals of their progress by means of a standard grading system which is an alphabetic arrangement at Hamlin High School.

Below is the key to letter grades:

- A - Superior work
- B - Good work
- C - Average work
- D - Below average work
- F - Non acceptable work
- I - Incomplete

An incomplete grade should be given only when a student has missed school and has not had sufficient time to make-up work.

In addition to the standard report card, a system of reporting failing or near failing students is followed on a five-week basis.

G. WARNING REPORTS

One of our means of communication with parents is a written mid-term warning report. These should be completed in duplicate with one copy retained by the principal or in the student's permanent record file. Although mid-term warning reports are not mandatory, they can and should serve at least two purposes. Parents are alerted to the situation so that they may take appropriate action. Students receive formal notice of their mid-term report.

Grade cards are issued every nine weeks. Each teacher may give tests as he/she chooses, either at the end of the nine-week period or when finishing a unit of work. Students should be tested frequently and thoroughly. Tests are an effective methods of improving instruction.

H. DAILY ASSIGNMENTS

Teachers are responsible for the development of language, spelling, writing, speaking, and numeral skills, and should inform students that these items will be considered a part of any adequate preparation.

I. MAKE-UP WORK

The student shall be given two days to make up work for each day missed.

J. ANNOUNCEMENTS

Announcements will be read daily. Teachers should have morning announcements in before 8:45 A.M.

K. ATTENDANCE

Attendance will be taken by the teacher at the beginning of each period and submitted electronically to the office.

1. ABSENTEES

Students who have been absent will be returned to attain an admit slip from the principal's office prior to the beginning of the school day. Teachers should check these admit slips to verify excused or unexcused absence.

2. TARDINESS

Students are expected to be in class on time so the instructional work can start promptly at the beginning of the period. Any student who enters after the bell begins to ring is tardy. Teachers will be responsible to record names of students who are tardy and submit the list to the office at the end of the day.

L. KEYS

Students are not to be given keys for the building except for student managers and custodial helpers.

M. SALESMEN AND SOLICITORS

Salesmen are not to contact teachers during class time unless prior approval is received from the principal.

N. CHURCH NIGHT

All staff will make every effort to keep Wednesday evenings free from school activities so students may participate in church related activities.

O. TEACHER CONTROL

Teachers can do a number of things that will be helpful in establishing good control:

- A. An effective daily classroom lesson plan(s) is necessary to avoid discipline problems.
- B. Focus on student's strong points.
- C. Give students the security of knowing exactly where they stand--act then--don't' threaten. Follow through with firmness.
- D. Establish a classroom organizational pattern which provides a structure within which the students can operate.
- E. When enforcing a rule, there is no place for argument. Do not be drawn into one!
- F. Seek the cooperative aid of parents. Do not let minor problems become major ones.
- G. Develop standards of behavior that are within reach of the students and are understood by all of them.
- H. Be positive and give sincere praise.
- I. Provide opportunities for students to excel and help every student have some success each day.
- J. Handle the normal range of misbehaving yourself. Understand the disciplinary procedure in your school and know when and where to go for help. The help of your principal, counselor, or other school personnel may be enlisted.

- K. Reprimand in private in serious discipline cases. Do not take class time for this.
- L. Be consistent in the behavior you expect.
- M. Good discipline should be positive and constructive. Ridicule and sarcasm are destructive to the student's self-respect and frequently incite long term hostility toward the teacher and the school.
- N. A teacher may not exclude a student from class for more than one (1) subject period without approval from the principal or his/her representative.

P. UTILITY PASSES

Utility passes may be issued to students to come to your room to make up work, tests, etc. This permit will excuse them from study hall but must be given to the student before he/she enters the study hall.

Q. PASSES

Passes should be given to students sparingly. Students should not be in the hall at any time without a pass.

R. SCHOOL DAY TRIPS

If you take students on a field trip, clinic, workshop, or contest that takes place during the school day, the following procedures are to be followed:

1. Approval of the principal at least two (2) weeks in advance.
2. Students should have work missed in other classes made up in advance.

S. TRANSPORTATION ARRANGEMENTS

All transportation arrangements are to be made with the Principal and Transportation Manager at least two (2) weeks in advance.

U. TRIPS TO CONTESTS, TOURNAMENTS, ETC.

Teachers conveying students to contests or tournaments shall receive state rate for expenses. Citizens are often willing to transport students gratis, particularly when they have a special interest in a student or a group. This we accept and encourage. When mileage is to be paid to citizens, it must be agreed upon prior to starting.

Teachers will be allowed their meals and lodging on a supervising trip.

For special trips, special price arrangements may be made.

U. **SOME SPECIFIC ITEMS FOR YOUR PROTECTION AS WELL AS OURS**

1. No student activity will be allowed without the sponsor being present.
2. Never leave your classrooms unattended.
3. No card playing in the classroom at any time.
4. Attendance at all meetings or workshops unless specifically excused in advance.
5. Do not allow students to sit on desks or put their feet on furniture.
6. All classrooms should be quiet when announcements are being read.
7. Dates for activities planned should be submitted to the principal as soon as possible.
8. Faculty is expected to participate in school functions, and are strongly recommended to attend as many school events as possible.
9. Community involvement is highly desirable.
10. Teachers will be expected to be in school by 8:00 A.M. and in their classrooms by 8:30 A.M. This does not include the teacher work room.
11. No classes either in part or in total will be cancelled by a teacher without permission of the principal.
12. Students are not to leave the building on an errand for a teacher or for any other reason without the principal's approval.

V. **CHILD ABUSE POLICY**

It is the policy of the Hamlin School District that any teacher or other school employee who suspects that a child has been abused or neglected, as defined by SDCL 26-8A-2 shall notify the school principal or school superintendent or their designee of the suspected abuse or neglect. The school principal or superintendent or designee shall orally and immediately by telephone or otherwise report the suspected abuse or neglect to the state's attorney of the county in which the child resides or is present, to the department of social services, or to law enforcement officers. Any person receiving a report of suspected child abuse or neglect shall keep the report confidential as required by law.

The provisions of SDCL Chapter 26-8A, and its successor provisions, shall be followed in the event of suspected child abuse or neglect.

Any person participating in good faith in the making of a report of suspected child abuse or neglect is immune from any liability, civil or criminal, that might otherwise be incurred or imposed.

W. **HOMEWORK POLICY**

Homework serves an important purpose in a child's school life. It is a means of reviewing and reinforcing the lessons taught in school. Homework is also a way to help a child develop work and study habits that will assist him or her throughout the years spent in school. Homework should serve a useful purpose within the classroom and be related to the total class program. It should always be checked and corrected as soon as it is returned to school. Homework

that will not be checked and corrected should not be given. Consideration for the particular circumstances of a student should be made when homework is assigned. Homework should be given within a reasonable time frame for completion. Students in lower grades should not be asked to do homework for more than twenty to thirty minutes. In the upper grades, homework time should be between thirty and sixty minutes.

X. **GUIDELINES ABOUT HOMEWORK**

1. Homework should serve a sound educational purpose. It is not intended as punishment or busy work.
2. Homework must be within the capabilities of the individual student.
3. Students should be motivated to correctly and carefully complete the homework assignment.
4. If possible homework should be related to students' interest.
5. Homework should be intended to enlarge or extend the children's knowledge and understanding of the concept.
6. Homework must be suited to individual student's needs and capabilities.
7. Students must be completely clear about what they are to do and how they are to accomplish their homework.
8. Parents should be made aware that students will be expected to do homework projects throughout the year so that they can help their child learn good study habits and encourage the child to finish the homework and return it to school.

III-B. GRIEVANCE PROCEDURES

FORMS FOR USE IN GRIEVANCE PROCEDURES AS SET FORTH IN THE MASTER CONTRACT ARE AS FOLLOWS:

REQUEST FOR SETTLEMENT OF GRIEVANCE

LEVEL ONE

(To be completed by aggrieved person)

Date of Presentation to Principal _____

Name of Aggrieved Person _____

Home Address _____

School _____ Subject Area _____

HEA President _____

Nature of Grievance _____

Settlement Requested _____

Signed _____

Aggrieved Person

Copy 1. - Supervisor, principal or other administrator

Copy 2. - HEA President

Copy 3. - Superintendent of Schools

Copy 4. - Aggrieved Person

REPLY TO LEVEL ONE GRIEVANCE

Date Reply Sent to Aggrieved Person _____

Name of the Aggrieved Person _____

Home Address _____

School _____ Subject Area _____

Date of Presentation to Principal _____

Reply of supervisor, principal or other administrator with rationale

Signed _____
Supervisor, Principal or Other
Administrator

- Copy 1. - Supervisor, Principal or Other Administrator
- Copy 2. - HEA President
- Copy 3. - Superintendent of Schools
- Copy 4. - Aggrieved Person

REQUEST FOR SETTLEMENT OF GRIEVANCE

LEVEL TWO

Copies of Request for Settlement of Grievance, Level One, and Reply must be attached).

Date of Presentation to Superintendent _____

Name of the Aggrieved Person _____

Home Address _____

School _____ Subject Area _____

State reasons for submission of grievance to Level Two: _____

Settlement Requested _____

Signed _____ Signed _____

HEA President

Aggrieved Person

Copy 1. - Supervisor, Principal, or Other Administrator

Copy 2. - HEA President

Copy 3. - Superintendent of Schools

Copy 4. - Aggrieved Person

REPLY TO LEVEL TWO GRIEVANCE

(Copies of Request for Settlement of Grievance, Level One, and reply must be submitted).

Date of Reply of Superintendent Sent to
Aggrieved Person _____

Name of The Aggrieved Person _____

Home Address _____

School _____ Subject Area _____

Date of Submission of Grievance to Superintendent _____

Decision of Superintendent _____

Signed _____
Superintendent or Designee

- Copy 1. - Supervisor, Principal or Other Administrator
- Copy 2. - HEA President
- Copy 3. - Superintendent of Schools
- Copy 4. - Aggrieved Person

REQUEST FOR SETTLEMENT OF GRIEVANCE

LEVEL THREE

(Copies of all previous Requests for Settlement and Replies must be attached).

Date of Submission to the Hamlin Education
Association _____

Name of the Aggrieved Person _____

Home Address _____

School _____ Subject Area _____

Date of Reply of Superintendent to LEVEL TWO
Grievance _____

State Reason for Submission of Grievance to LEVEL THREE _____

Settlement Requested: _____

Signed _____

- Copy 1. - Supervisor, Principal or Other Administrator
- Copy 2. - HEA President
- Copy 3. - Superintendent of Schools
- Copy 4. - Aggrieved Person
- Copy 5. - Business Official

REPLY TO LEVEL THREE GRIEVANCE

Date of Submission to the Hamlin Education Association _____

Name of Aggrieved Person _____

Home Address _____

School _____ Subject Area _____

Date of Request for Settlement of Grievance,
LEVEL THREE _____

Final Decision of the Hamlin Education Association's Grievance _____

Signed _____

- Copy 1. - Supervisor, Principal or Other Administrator
- Copy 2. - HEA President
- Copy 3. - Superintendent of Schools
- Copy 4. - Aggrieved Person
- Copy 5. - Business Official

REQUEST FOR SETTLEMENT OF GRIEVANCE

LEVEL FOUR

(Copies of all previous requests for settlement and replies must be attached).

Date of submission to Business Official _____

Name of Aggrieved Person _____

Home Address _____

School _____ Subject Area _____

Date of HEA Reply to LEVEL THREE Grievance _____

Signed _____

HEA President

- Copy 1. - Supervisor, Principal or Other Administrator
- Copy 2. - HEA President
- Copy 3. - Superintendent of Schools
- Copy 4. - Aggrieved Person
- Copy 5. - Business Official
- Copy 6. - President of School Board

REPLY TO LEVEL FOUR GRIEVANCE

Date of Submission to Business Official _____

Name of Aggrieved Person _____

Home Address _____

School _____ Subject Area _____

Date of LEVEL FOUR Hearing or Investigation _____

Final Decision of the School Board _____

Signed _____
President of School Board

- Copy 1. - Supervisor, Principal or Other Administrator
- Copy 2. - HEA President**
- Copy 3. - Superintendent of Schools**
- Copy 4. - Aggrieved Person**
- Copy 5. - Business Official**
- Copy 6. - President of School Board**

III-C. SUPERVISION, EVALUATION, AND EMPLOYMENT POLICY FOR CERTIFIED PERSONNEL

A copy of this policy, including the wording of current statute in effect referred to herein, shall be presented to every certified staff member following adoption by the board and on initial employment in the district.

I. EMPLOYMENT BASED ON SUPERVISION AND EVALUATION

- A. A school exists for the welfare of students. Supervision and evaluation of certified staff members shall be oriented toward improving instruction.
- B. Minimum teacher evaluation shall be scheduled by the principal as follows:
 - 1. All teachers new to the school system shall be evaluated a minimum of once a semester during the first three (3) years of employment.
 - 2. All other teachers shall be evaluated as deemed necessary, but at least once a year.
- C. The GUIDELINES FOR EVALUATION shall provide a basis for common understanding of the evaluation process. The Professional Staff Form Evaluation Report shall be used as a reporting form.
- D. It is assumed that evaluation will be made in a variety of classroom situations, e.g., not always in the same subject matter or in the same size group. Sufficient time should be allocated to an evaluation relative to the activity being observed.
- E. Following the evaluation, the principal shall prepare the written record of the evaluation and shall have a conference with the teacher regarding the evaluation. The teacher shall have an opportunity during the conference to write any comments of reaction to the evaluation received.
- F. When a teacher receives an evaluation stating "recommended with qualification for reemployment", the teacher must be apprised of that in the conference with the principal. The teacher is to be advised in writing and counseled orally relative to areas in which improvement is necessary.
- G. Before a teacher is given an evaluation stating "not recommended for reemployment", the principal will have had a minimum of two conferences with the teacher relative to the areas of weakness.
- H. In cases cited in F, and G, a teacher may request an evaluation by and/or a conference with the superintendent.
- I. The teacher shall view, discuss, and sign all written evaluations being submitted to the superintendent by the principal for the teacher's evaluation file. Signing by the teacher does not imply agreement to the evaluation but merely indicates that these were the items discussed.
- J. Administrators shall be evaluated and conferred with by the superintendent insofar as possible on the basis of the GUIDELINES

FOR EVALUATION and as deemed necessary. Minimum evaluation as outlined in B, 1, above applies to the superintendent.

II. NON-REEMPLOYMENT PROCEDURES AND NOTICES

- A. The final district authority in cases of non-reemployment is the school board.
- B. The policy for non-reemployment is contained in SDCL **13-43-6.1** through **13-43-6.6**.

III. TEMPORARY DISENGAGEMENT

The board recognizes the inadequacies of "crisis action" and the importance of expert legal counsel in the area of dismissal for any employee. In the event of a "crisis" situation, the employee will be temporarily disengaged from his/her responsibilities and requested to await further notice from the administrative office. This action only simplifies the situation so as to maintain a proper environment for learning and in no way imputes contributory involvement to the employee. He/she may be reinstated to his/her responsibilities when advisable, or he/she may be notified of suspension when investigation so indicates.

IV. SUSPENSION

Where contributory involvement is ascertainable, the employee should be suspended pending an executive session hearing before the board and a decision regarding further employment. The employee shall have full opportunity for defense against charges and to face any person who has made allegations. If any counsel is to be present, both the employee and the board should be represented for advice in concerning legal rights and possible legal outcomes. In the event of a civil or criminal litigation, the welfare of the students shall be the only criterion on which continued employment is based.

V. DISMISSAL

Dismissal shall be based on the provisions of SDCL 13-43-6.1 and the board shall follow the termination procedures established by law.

NON-REEMPLOYMENT BASED ON SUPERVISION AND EVALUATION

- A. Evaluation forms are to be completed every year as a result of supervision by the principal or the immediate administrator of each building. These are to be submitted to the superintendent of schools, and the teacher is to receive a copy.
- B. Evaluation forms are to be checked in one of these three categories:
 - 1. Recommended
 - 2. Recommended with qualifications
 - 3. Not Recommended
- C. When a teacher receives the evaluation "Recommended", no conferences are required.
- D. When a teacher receives the evaluation "Recommended with

qualifications", he/she is to be appraised of the evaluation in a conference with the principal prior to April 10, or prior to the presentation of the evaluation report to the superintendent whichever is sooner. The teacher is to be advised in writing relative to areas in which improvement is necessary. The teacher shall view, discuss, and sign the final evaluation form being submitted to the superintendent by the principal. Signing shall not imply agreement by the teacher to the evaluation but merely indicate that these items were discussed. If the individual, or the administrator deem it necessary; later conferences may be held with the administrator.

- E. If a teacher is given the evaluation, "Not Recommended", the principal will have had a minimum of two conferences with the teacher relative to the areas of weakness. The first of these conferences shall be held no less than ninety (90) days prior to the time of issuing of contracts. The principal will have discussed the problem, and suggested remedial measures will be entered on the final evaluation form, dated and signed by both the teacher and principal as in Section D. If a teacher receives this evaluation he/she shall be given an opportunity of submitting a resignation prior to action on contracts, should he/she desire to do so.
- F. All written notices to the teacher should be delivered confidentially by the superintendent, principal, or other school employee who can testify under oath, if necessary, that such notice was delivered on such a date.

III-D. SUBSTITUTE TEACHERS

1. The daily rate of pay for substitute teachers shall be set at the July board meeting.
2. The substitute teacher must have a high school diploma or its equivalent or advanced degrees; a copy of which must be on file in the administrative office.
3. Substitute teachers must attend an in-service training session which will be conducted by the Hamlin School District. The in-service shall include but not be limited to the review of school policies and procedures.
4. A substitute teacher record will be kept.

The elementary and secondary principals will each compile lists of qualified substitute teachers prior to the beginning of the school term. The Hamlin School Board mandates compliance with South Dakota State Board of Education Rules relating to the employment of substitute teachers and encourages the employment of certified individuals as substitute teachers with college preparation in the area of substitute assignment. Prior experience as a classroom teacher is preferred when employing substitute teachers. Availability of individuals to be hired as substitute teachers will in many cases dictate the degree of training and experience of the substitute teacher.

The principals will call a meeting of the substitute teachers prior to the beginning of the school term to explain expectations, schedules, policies, and procedures of the Hamlin School System. Substitute teachers will be presented with appropriate handbooks relating to school operation at that time. Methods of discipline and problems encountered by substitute teachers will be addressed

in the form of verbal presentations from the administrators, video-tape presentations, recommended readings, and handouts will be the means of information dissemination to the substitute teachers. Throughout the year substitute teachers will be encouraged to participate in Hamlin School System Staff development activities.

III-E. CLASSIFIED

LEAVE BENEFITS FOR CLASSIFIED EMPLOYEES

Classified employees shall be entitled to the same funeral and personal leave benefits as are allowed for certified staff.

In addition, there is a sick leave assistance plan for classified staff, as follows:

Sick leave assistance plan is for classified staff who contribute a specific number of sick leave days to a plan which allows the use of contributed sick leave days by a classified staff member who has exhausted his/her accumulated sick leave.

Classified staff may become members of the sick leave assistance plan.

Classified staff to become members of the sick leave assistance plan must contribute one (1) day of their sick leave.

As demands are placed on the plan, each staff member agrees to contribute the necessary days in uniform, equal installments not to exceed one (1) day per year per staff member.

Participants who are not drawing sick leave assistance from the plan and are unable to contribute the necessary days when called for must contribute the days when they become available.

In the event a staff member exhausts his/her sick leave accumulation, the staff member may request assistance from the sick leave plan by making a written application to the Superintendent of School.

Applications for sick leave assistance shall be reviewed by the sick leave plan committee composed of five (5) classified staff members appointed by the Superintendent. The committee will make recommendations to the School Board, who shall have the final authority for granting sick leave assistance.

No assistance shall exceed a total of twenty (20) days for any one disability during two consecutive years.

Applicant staff members shall be considered totally disabled when under the regular care of a licensed physician and completely unable to fulfill his/her assignment and contract. The physician must provide the sick leave plan committee with a written statement prior to the committee's decision on assistance certifying that the applicant is totally disabled.

The staff member shall draw from the plan only on his/her own personal illness or disability.

No classified staff member shall draw from the plan while eligible to draw payments from the South Dakota Retirement System disability plan.

The staff member shall receive compensation based upon one hundred percent (100%) of his/her daily salary while drawing from the plan.

When a classified staff member reaches the age of sixty-five (65), the staff member participation in the plan shall automatically terminate. (Adopted in teacher negotiations March 30, 1983).

Hourly Staff Cancellation Wages

Whereas, the Hamlin School District No. 28-3 recommends that persons on hourly wages (with work days based on the school calendar) be paid for their average number of work hours on days when the school day is reduced for reasons other than by school calendar schedule. No wages will be paid for those employees who do not work on days when school is cancelled in advance. Persons on hourly wages (with work days not based on the school calendar) may also be paid on days when the school days is reduced but only upon approval of their direct supervisor or superintendent of schools. (05/12/97)
(Amended 4/14/14)

III-F. All Employees

HEALTH EXAMINATIONS

Each employee, each student teacher and each person providing services for students under contract, who is in regular contact with students, shall submit, within ten (10) days after first being employed, a certification of health signed by a licensed physician, nurse practitioner or certified nurse midwife or physician assistant. The certification shall include a statement that there is no evidence of physical condition that would endanger health, safety or welfare of students, as required by SDCL 13-43-3, or its successor.

USE OF ALCOHOL AND OTHER DRUGS BY EMPLOYEES

Student and employee safety is a paramount concern to the Hamlin School Board. Employees under the influence of alcohol and/or other drugs are a serious risk to themselves, to students, and to other employees. Therefore, the Hamlin School Board will not tolerate the illegal manufacture, use, possession, sale, distribution, or being under the influence of alcohol and/or other drugs. Any employee who violated this policy will be subject to disciplinary action which may include dismissal, and referral for prosecution. Each employee of the Hamlin 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 alcohol and/or other drug statute conviction for any alcohol and/or other drug violation. Such notification must be made by the employee to the superintendent no later than five (5) days after conviction.

Within thirty (30) days after receipt of information concerning an alleged or proven violation(s) of this policy, the Hamlin District will take appropriate disciplinary action, which may include termination of employment, requiring the employee to participate in alcohol and/or other drug abuse assistance or rehabilitation programs, and possible referral for prosecution.

Annually, all employees will attend a district alcohol and/or drug free awareness program at which employees will be informed about the dangers of alcohol and/or other drug use/abuse, this policy of maintaining an alcohol and/or other drug-free environment, available alcohol and/or other drug counseling, rehabilitation, and employee assistance programs, and the disciplinary sanctions that may be imposed upon employees for alcohol and/or

other drugs use/abuse violations. The information will be disseminated to each employee via written and oral communication.

The Hamlin School Board recognized that employees who have an alcohol and/or other drug use/abuse problem should be encouraged to seek professional assistance. An employee who requests assistance shall be provided a listing of the regional treatment facilities or agencies to assist him/her in their choice of a service provider.

When a staff member has consumed alcohol and/or illegal drugs off school property and/or before a school activity, the staff member will not be allowed on school property or to participate in school activities. Staff members who violate this regulation will be subject to the same disciplinary sanctions, as for possession or consumption on school property.

The Hamlin School Board hereby commits itself to a continuing good faith effort to maintain a drug-free environment.

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

A biennial review of the Hamlin School Districts Program will be made -

1. To determine the programs' effectiveness and implement changes to the programs if they are needed; and,
2. To insure that disciplinary sanctions are consistently enforced.

Approved by the Hamlin School Board on 4/11/95

BUILDING REGULATIONS

Those who will have outside door keys must be very careful about leaving the doors open. You are reminded that students and student groups are not permitted to remain in the building after the teacher has left. You are responsible for any group of individuals that you keep for special purposes and should be careful to see that the doors are locked when you leave the building.

We must be on the lookout for the defacement of school property, such as markings on the walls, desks, bulletin boards, etc. The property of the school district is under our guardianship; let us show that we appreciate the facilities by taking care of them. Please make daily checks of your room and try to do a better job of keeping all equipment in good condition.

The custodians have done a fine job in preparing our school buildings for use this year. Teachers should make special attempts to have classrooms as neat and attractive as possible.

School Personnel Responsibilities

Unless schedules specifically state otherwise, the entire school personnel is expected as a part of general responsibility to assist with activities in a supervising capacity during part of the noon hour, also before and after school sessions, as may be requested by the principal or the superintendent.

PAYMENT OF DELIQUENT SCHOOL LUNCH BILLS

The Hamlin School District No. 28-3 Board of Education has established a policy on paying delinquent lunch bills. The policy will become effective September 11, 2007 and will allow only twenty (20) meals to be charged per child. Parents will have the option to pay cash on a daily basis for their children's meals if they have charged the maximum number of meals.

Once a student has reached 15 charged meals, the parents will then be notified with a letter that the child/children will be denied meals in the lunchroom unless the bill is paid in full within five (5) days, or the parents have made arrangements through the Business Manager's Office to take care of the outstanding bill.

LUNCH ROOM SUPERVISION

The principals will direct the assignments for these duties.

REQUISITIONS FOR SUPPLIES AND PURCHASES

Requisition for all supplies must be made through the office of the principal. No supplies are to be purchased at any time without first obtaining the business office's permission.

AIDS POLICY FOR EMPLOYEES

1. The policy applies to all employees who are human T-lymphotropic virus type III antibody positive (HTLV-III) or who meet the clinical definitions of AIDS Related complex (ARC) or AIDS Syndrome (AIDS).
2. Employee is defined in this policy to mean all persons hired by the school board, volunteers, and student teachers working in the district.
3. Employees with AIDS/ARC or HTLV-III antibody will be allowed to work for the Hamlin School District #28-3, with the written approval of the employee's physician, in an unrestricted manner unless the school board documents reasons to exclude the employee.
4. One or more of the following conditions may require a more restricted environment or exclusion from work for the infected employee:
 - a. The person is physically unable to perform his/her job
 - b. The disability poses a substantial possibility of harm to others
5. The employee's immediate supervisor shall notify the superintendent of schools when an AIDS infected employee may require restricted work environment or exclusion from the work force.
6. The superintendent of schools may request a medical evaluation of the employee's physical ability to perform his/her job or if the disability poses a substantial possibility of harm to others in the work place. During the evaluation period, the employee may be excluded from work by the superintendent of schools with full pay and benefits.
7. The school board will weigh the risks and benefits to both the employee and to others and make a final determination concerning the employment disposition of such employee.

8. An employee with AIDS/ARC or HTLV-III antibody who is determined by the school board not suitable for employment shall be eligible for sick leave benefits in accordance with the employee's contract.

9. An employee with AIDS virus may experience immunodeficiency and is at increased risk of experiencing severe complications from such infections as chickenpox, tuberculosis, herpes, and measles.

Assessment of the risk to the immunosuppressed employee of working in an unrestricted setting is best made by the employee who is aware of his/her immune status. If outbreaks of chickenpox, measles, or other acute infectious diseases occur in the school, the employee may request a leave of absence without pay from the school board until the outbreak is over.

10. All employees shall immediately file a written report with the superintendent of schools if they are exposed to AIDS - contaminated blood or body fluid during the conduct of their duties.

11. Information concerning employees with AIDS/ARC or HTLV-III antibody shall be kept in strict confidence by school personnel.

Date Approved January 11, 1988

Code of Standards of Conduct Policy

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal, State, or local award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value.

The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

Hamlin School District procedures seek to avoid acquisition of unnecessary or duplicative items. Consideration is given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made to determine the most economical approach.

Regulations: 2 CFR Part 200.318, formerly 7 CFR Part 3016.36(b)(3), State Procurement Code and Regulations, and ABC School District Department of Purchasing.

Procedures: The Hamlin School District seeks to conduct all procurement procedures:

- in compliance with stated regulations; and
- to prohibit conflicts of interest and actions of employees engaged in the selection, award and administration of contracts.

For questions and concerns regarding procurement solicitations, contract evaluation, and award, contact:

Purchasing Contacts: Director of Purchasing 605-783-3631
Food Service Director 605-783-3631

Adopted 3-11-19

Family and Medical Leave Act Policy

The purpose of this policy is to provide employees with a general explanation of their FMLA rights. If you have any questions regarding your FMLA rights or this policy, please contact **BUSINESS MANAGER**.

General Provisions

The federal Family and Medical Leave Act (FMLA) provides eligible employees the opportunity to take unpaid, job-protected leave for certain specified reasons. The maximum amount of leave an employee may use is either 12 (standard FMLA) or 26 weeks (military FMLA) within a 12-month period depending on the reasons for the leave.

Eligibility

Employees are eligible for FMLA leave if they:

1. **Have worked at least 12 months (52 weeks) for the Company.** The 12 months (52 weeks) does not have to be consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed seven years. All periods of absence from work due to or necessitated by service in the uniformed services will be counted in determining FMLA eligibility. An employee will be considered to have been employed for an entire week if they were on the Company's payroll for any part of the workweek.
2. **Have worked at least 1,250 hours for the Company over the preceding 12 months.** The FMLA uses the same method for determining compensable as the federal Fair Labor Standards Act (FLSA).
3. **Are employed at a work site that has at least 50 employees within a 75 mile radius.** This distance is measured using the shortest means of surface transportation.

Note. There are special eligibility requirements for airline flight crewmembers and flight attendants.

Basic FMLA Leave Entitlement

Eligible employees may take up to 12 weeks of unpaid leave during any 12-month period for the following reasons:

1. For incapacity due to pregnancy, prenatal medical care or child birth;
2. To care for the employee's child after birth, or placement for adoption of foster care;

3. To care for an immediate family member (spouse, child, or parent) with a serious health condition; or
4. For a serious health condition of the employee that makes the employee unable to perform the essential functions of his or her position.

As used above, a **serious health condition** is an illness, injury, impairment, or physical or mental condition that involves:

- Any period of incapacity or treatment connected with inpatient care (e.g., an overnight stay) in a hospital, hospice, or residential medical care facility; or
- A period of incapacity requiring absence of **more than three calendar days** from work, school, or other regular daily activities that also involves continuing treatment by (or under the supervision of) a health care provider; or
- Any period of incapacity due to pregnancy, or for prenatal care; or
- Any period of incapacity (or treatment therefore) due to a chronic serious health condition (e.g., asthma, diabetes, epilepsy, etc.); or
- A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective (e.g., Alzheimer's, stroke, terminal diseases, etc.); or,
- Any absences to receive multiple treatments (including any period of recovery therefrom) by, or on referral by, a health care provider for a condition that likely would result in incapacity of more than three consecutive days if left untreated (e.g., chemotherapy, physical therapy, dialysis, etc.).

Identifying the 12-Month Period

Standard FMLA Leave. The FMLA entitles eligible employees who work for covered employers to take unpaid, job-protected leave in a defined 12-month period for specified family and medical reasons. Generally, employers may select one of four options to establish the 12-month period to be uniformly applied to all employees taking FMLA leave.

An employer may use any of the following methods to establish the 12-month period -

HAMLIN SCHOOL DISTRICT WILL USE METHOD 3

1. **The calendar year** - 12-month period that runs from January 1 through December 31;
2. **Any fixed 12-months** - 12-month period such as a fiscal year (for example, October 1 through September 30), a year starting on an employee's anniversary date (for example, September 22 through September 21), or a 12-month period required by state law;
3. **The 12-month period measured forward** - 12-month period measured forward from the first date an employee takes FMLA leave. The next 12-month period would begin the first time FMLA leave is taken after completion of the prior 12-month period; or
4. **A "rolling" 12-month period measured backward** - 12-month period measured backward from the date an employee uses any FMLA leave. Under the "rolling" 12-month period, each time an employee takes FMLA leave, the remaining leave entitlement would be the balance of the 12 weeks which has not been used during the immediately preceding 12 months.

Employers may select any of the four methods above to establish the 12-month period as long as the method is applied consistently and uniformly for all employees. The only exception is for a multi-state employer who has eligible

employees in a state with a state family and medical leave statute that requires a specific method for determining the leave period. The employer may comply with the state provision for all employees within that state, and uniformly use one of the four methods described above for all other employees. Before changing to a different method of calculating the 12-month period, an employer must first give all employees at least 60 days' notice of the intended change; and the transition must take place in such a way that the employees retain the full benefit of their leave entitlement under whichever method affords the greatest benefit to the employee. If an employer fails to select one of the 12-month period methods discussed above, the employer must use the 12-month period method that is the most beneficial to the employee. Under no circumstances may an employer change the 12-month period to avoid the requirements of the FMLA.

Military FMLA. The single 12-month period for military caregiver leave begins on the first day the employee takes leave for this reason and ends 12 months later, regardless of the 12-month period established by the employer for other FMLA leave reasons.

An eligible employee is limited to a combined total of 26 workweeks of leave for any FMLA-qualifying reasons during the single 12-month period. Up to 12 of the 26 weeks may be for an FMLA-qualifying reason other than military caregiver leave. For example, if an employee uses 10 weeks of FMLA leave for his or her own serious health condition during the single 12-month period, the employee has up to 16 weeks of FMLA leave left for military caregiver leave.

Military caregiver leave is available to an eligible employee once per servicemember, per serious injury or illness. However, an eligible employee may take an additional 26 weeks of leave in a different 12-month period to care for the same servicemember if he or she has another serious injury or illness. For example, if an eligible employee takes military caregiver leave to care for a current servicemember who sustained severe burns, the employee would be entitled to an additional 26 weeks of caregiver leave in a different 12-month period if the same servicemember is later diagnosed with a traumatic brain injury that was incurred in the same incident as the burns.

An eligible employee may also take military caregiver leave to care for more than one current servicemember or covered veteran with a serious injury or illness at the same time, but the employee is limited to a total of 26 weeks of military caregiver leave in any single 12-month period. Additionally, an eligible employee may be able to take military caregiver leave for the same family member with the same serious injury or illness both when the family member is a current servicemember and when the family member is a veteran.

Use of Leave

An employee does not need to use his or her leave entitlement in one block. When medically necessary, leave may be taken intermittently (in small blocks of time) or on a reduced leave schedule (reducing the employee's usual weekly or daily schedule). Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Military Family leave due to qualifying exigencies may also be taken on an intermittent basis.

Leave to care for or bond with a newborn child or a newly placed adopted or foster child may only be taken intermittently with the employer's approval and must conclude within 12 months after the birth or placement.

Use of Paid and Unpaid Leave

FMLA leave may be either paid, unpaid, or a combination of paid and unpaid leave. Whenever an employee requests leave for an FMLA covered event, the employee will be required to exhaust all accrued sick leave, personal leave, and annual leave for which they are eligible prior to being placed in unpaid leave status. Whether the leave is paid or unpaid, it will be counted toward the employee's 12-week entitlement in any given year.

Maximum Amount of Leave

An employee has a total of 12 unpaid weeks for all FMLA leaves in any fiscal year; however, an employee may have a total of 26 unpaid weeks in a single 12-month period if the FMLA leave is to act as a caregiver for a military family member.

If both husband and wife are employed by the employer, FMLA leave is limited to a combined total of 12 weeks in a 12-month period when leave is taken for the following reasons:

- The birth, adoption or foster care placement of a child.
- To care for the employee's parent with a serious health condition.

If leave is taken for other reasons, such as the employee's own serious health condition or to care for a child with a serious health condition, the husband and wife can each use up to 12 weeks of leave individually. When the husband and wife both use a portion of the total 12-week FMLA leave entitlement for the birth of a child, placement for adoption or foster care, or to care for a parent, the husband and wife would each be entitled to the difference between the amount he or she has taken individually and 12 weeks of FMLA leave for other purposes. For example, if each spouse took six weeks of leave to care for a parent, each could use an additional six weeks due to his or her own serious health condition or to care for a child with a serious health condition.

Employee Responsibilities

Employees should notify their manager as soon as they realize the need for FMLA leave. If the need to take FMLA leave is foreseeable (e.g., the birth of a child), the employee must give the employer at least 30 days prior notice of the need to take leave. When 30 days is not possible, the employee must give the notice as soon as practicable (generally within 1 or 2 business days of learning of the need for leave).

If the need for leave is not foreseeable, this information must be provided as soon as practical and in compliance with the employer's normal call-in procedures, absent unusual circumstances.

When submitting a request for leave, the employee must provide sufficient information for the employer to determine if the leave might qualify as FMLA leave, and also provide information on the anticipated date when the leave would start as well as the duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

When an employee requests FMLA leave or the employer acquires knowledge that an employee's leave may be for an FMLA-qualifying reason, the employer must notify the employee of the employee's eligibility to take FMLA leave within five business days, absent extenuating circumstances. The eligibility notice must state whether the employee is eligible for FMLA leave, and if the employee is not eligible, must state at least one reason why the employee is not eligible. Each time the eligibility notice is provided, the employer must also provide the employee with a written notice detailing the employee's rights and responsibilities.

Employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Medical Certification

Medical certification will be required for any request for use of FMLA leave for an employee's own serious health condition or to take care of a family member with a serious health condition. It is the employee's responsibility to provide complete medical certification within 15 calendar days of the request or to provide a reasonable explanation of the delay. Failure to provide the requested certification may result in the denial of continuation of leave. If the employer has reason to question the medical certification, the employer, at its own expense, may elect to seek a second opinion from a health care provider of their choosing. If the second opinion conflicts with the first opinion, a third opinion may be obtained at the employer's expense from a health care provider mutually chosen by the employee and the employer. The third opinion will be controlling. The employee will be considered provisionally entitled to leave pending the second and/or third opinion.

Recertification

The employer may request recertification for the serious health condition of the employee or the employee's family member no more frequently than every 30 days and only when circumstances have changed significantly, or if the employer receives information casting doubt on the reason given for the absence, or if the employee seeks an extension of his or her leave. Otherwise, the employer may request recertification for the serious health condition of the employee or the employee's family member every six months in connection with an FMLA absence. The employer may provide the employee's health care provider with the employee's attendance records and ask whether need for leave is consistent with the employee's serious health condition.

Maintenance of Health Benefits

The employer will maintain group health insurance coverage, including family coverage, for an employee on FMLA leave on the same terms as if the employee continued to work.

Where appropriate, arrangements will need to be made for employees taking unpaid FMLA leave to pay their share of health insurance premiums. For example, if the group health plan involves co-payments by the employer and the employee, an employee on unpaid FMLA leave must make arrangements to pay his or her normal portion of the insurance premiums to maintain insurance coverage, as must the employer. Such payments may be made under any arrangement voluntarily agreed to by the employer and employee.

An employer's obligation to maintain health benefits under FMLA stops if and when an employee informs the employer of an intent not to return to work at the end of the leave period, or if the employee fails to return to work when the FMLA leave entitlement is exhausted. The employer's obligation also stops if the employee's premium payment is more than 30 days late and the employer has given the employee written notice at least 15 days in advance advising that coverage will cease if payment is not received.

In some circumstances, the employer may recover premiums it paid to maintain health insurance coverage for an employee who fails to return to work from FMLA leave.

Fitness-for-Duty Certification

As a condition of restoring an employee whose FMLA leave was due to the employee's own serious health condition, the employee will be required to provide a certification from the employee's health care provider that the employee is able to resume work. The employee has the same obligations to participate and cooperate in the fitness-for-duty certification process as in the initial certification process and is responsible for any associated costs.

Job Restoration

Upon returning from FMLA leave, eligible employees will typically be restored to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

Failure to Return after FMLA Leave

Any employee who fails to return to work as scheduled after FMLA leave or exceeds the 12-week FMLA entitlement (or in the case of military caregiver leave, the 26-week FMLA entitlement), will be subject to the Company's standard leave of absence and attendance policies. This may result in termination of employment if the employee has no other Company-provided leave available to him/her that applies to the continued absence. Likewise, following the conclusion of the FMLA leave, the Company's obligation to maintain the employee's group health plan benefits ends (subject to any applicable COBRA rights).

Military Family Leave Entitlement

Notwithstanding the basic FMLA leave entitlements discussed previously, the FMLA also provides for two special military family leave entitlements:

1. To permit an eligible employee who is the spouse, son, daughter, parent, or next of kin of a current servicemember with a serious injury or illness incurred in the line of duty on active duty to take up to 26 workweeks of FMLA leave during a single 12-month period to care for the servicemember (Military Caregiver Leave); and
2. To allow an eligible employee whose spouse, son, daughter, or parent is a member of the National Guard or Reserves to take up to 12 workweeks of leave for qualifying exigencies arising out of the military member's active duty or call to active duty in support of a contingency operation (Qualifying Exigency Leave).

A **covered servicemember** is:

- A current servicemember of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness incurred in the line of duty for which the servicemember is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list; or
- A "covered veteran" who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

A **covered veteran** is an individual who was discharged under conditions other than dishonorable during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran. The period between October 28, 2009 and March 8, 2013 is excluded in determining this five-year period.

The FMLA definitions of **serious injury or illness** for current servicemembers and veterans are distinct from the FMLA definition of **serious health condition**.

- For current servicemembers, **serious injury or illness** means an injury or illness that was incurred by the member in the line of duty while on active duty in the Armed Forces or that existed before the beginning of active duty and was aggravated by such service, that may render them medically unfit to perform the duties of their office, grade, rank or rating.
- For covered veterans, **serious injury or illness** means an injury or illness that was incurred in the line of duty while on active duty in the Armed Forces or that existed before the beginning of active duty and was aggravated by such service and manifested itself before or after the individual assumed veteran status, and is:
 - (1) A continuation of a serious injury or illness that was incurred or aggravated when they were a member of the Armed Forces and rendered them unable to perform the duties of their office, grade, rank or rating;

- (2) A physical or mental condition for which the covered veteran has received a VA Service Related Disability Rating (VASRD) of 50% or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave;
- (3) A physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would be so absent treatment; or
- (4) An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

Military Caregiver Leave

Military Caregiver Leave allows up to 26 weeks of unpaid leave in a single 12-month period to be granted to an eligible employee to provide care to an injured covered servicemember who is the eligible employee's spouse, son, daughter, parent, or eligible next of kin.

To be eligible for Military Caregiver Leave (in addition to the eligibility requirements covered previously), the employee must be a spouse, son, daughter, parent, or next of kin of the covered servicemember.

Unless the servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of Military Caregiver Leave policy, **next of kin** means the nearest blood relative of the servicemember, other than the servicemember's spouse, parent, son, or daughter, in the following order of priority:

- Blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions;
- Brothers and sisters;
- Grandparents;
- Aunts and uncles; and
- First cousins.

The "single 12-month period" begins on the first day leave is taken to care for a covered servicemember and ends 12 months thereafter, regardless of the method used to determine leave availability for other FMLA-qualifying reasons. If an employee does not exhaust his or her 26 workweeks of Military Caregiver Leave during this "single 12-month period," the remainder is forfeited.

Military Caregiver Leave applies on a per-injury basis for each servicemember. Consequently, an eligible employee may take separate periods of caregiver leave for each and every covered servicemember, and/or for each and every serious injury or illness of the same covered servicemember. A total of no more than 26 workweeks of Military Caregiver Leave, however, may be taken within any "single 12-month period."

Within the "single 12-month period" described above, an eligible employee may take a combined total of 26 weeks of FMLA leave including up to 12 weeks of leave for any other FMLA-qualifying reason (i.e., birth or adoption of a child, serious health condition of the employee or close family member, or a qualifying exigency). For example, during the "single 12-month period," an eligible employee may take up to 16 weeks of FMLA leave to care for a covered servicemember when combined with up to 10 weeks of FMLA leave to care for a newborn child.

An employee seeking Military Caregiver Leave may be required to provide appropriate certification from the employee and/or covered servicemember and completed by an authorized health care provider within 15 days. Military Caregiver Leave is subject to the other provisions in our FMLA Leave Policy (requirements regarding employee eligibility, appropriate notice of the need

for leave, use of accrued paid leave, etc.). Military Caregiver Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

Qualifying Exigency Leave

Eligible employees may take FMLA leave for a qualifying exigency, in which a military member (active duty, Reserve or National Guard) is on covered active duty or called to covered active duty status. The military member must be the employee's spouse, son, daughter or parent. Covered active duty applies when the military member is deployed to duty in a foreign country.

Qualifying Exigency Leave is available under the following circumstances:

1. Short-notice deployment. To address any issue that arises out of short notice (within seven days or less) of an impending call or order to covered active duty.
2. Military events and related activities. To attend any official military ceremony, program, or event related to covered active duty or call to covered active duty status or to attend certain family support or assistance programs and informational briefings.
3. Childcare and school activities. To arrange for alternative childcare; to provide childcare on an urgent, immediate need basis; to enroll in or transfer to a new school or daycare facility; or to attend meetings with staff at a school or daycare facility.
4. Financial and legal arrangements. To make or update various financial or legal arrangements; or to act as the covered military member's representative before a federal, state, or local agency in connection with service benefits.
5. Counseling. To attend counseling (by someone other than a health care provider) for the employee, for the military member, or for a child or dependent when necessary as a result of duty under a call or order to covered active duty.
6. Temporary rest and recuperation. To spend time with a military member who is on short-term, temporary rest and recuperation leave during the period of deployment. Eligible employees may take up to 15 calendar days of leave for each instance of rest and recuperation.
7. Post-deployment activities. To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of up to 90 days following termination of the military member's active duty status. This also encompasses leave to address issues that arise from the death of a military member while on active duty status.
8. Parental care. To care for the military member's parent who is incapable of self-care. The parent must be the military member's biological, adoptive, step, or foster father or mother, or any other individual who stood in loco parentis to the military member when the member was under 18 years of age.
9. Mutually agreed leave. Other events that arise from the military member's duty under a call or order to active duty, provided that the Company and the employee agree that such leave shall qualify as an exigency and agree to both the timing and duration of such leave.

Qualifying Exigency Leave may be combined with leave for other FMLA-qualifying reasons; however, under no circumstances may the combined total exceed 12 weeks in any 12-month period (with the exception of Military Caregiver Leave as set forth above).

An employee seeking Qualifying Exigency Leave may be required to submit appropriate supporting documentation in the form of a copy of the military member's active duty or rest and recuperation orders or other military documentation indicating the appropriate military status and the dates of active duty status, along with a statement setting forth the nature and details of the specific exigency, the amount of leave needed and the employee's relationship to the military member, within 15 days.

Limited Nature of This Policy

This Policy should not be construed to confer any express or implied contractual relationship or rights to any employee not expressly provided for by FMLA. The employer reserves the right to modify this or any other policy as necessary, in its sole discretion to the extent permitted by law. State or local leave laws may also apply.

The FMLA and Same-Sex Spouses

On June 26, 2013, in *U.S. v. Windsor*, 570 U.S. 12, 133 S. Ct. 2675 (2013), the U.S. Supreme Court struck down section 3 of the Defense of Marriage Act (DOMA) as unconstitutional under the Due Process Clause of the Fifth Amendment. Immediately following the decision in *Windsor*, the U.S. Department of Labor (DOL) announced what the then-current definition of "spouse" under the Family and Medical Leave Act (FMLA) allowed, given the decision: Eligible employees could take leave under the FMLA to care for a same-sex spouse, but only if the employee resided in a state that recognized same-sex marriage. This has been commonly referred to as the "state of residence" rule.

In order to provide FMLA rights to all legally married same-sex couples consistent with the decision in *Windsor*, the DOL issued a Final Rule on February 25, 2015, revising the definition of spouse under the FMLA. The Final Rule amends the definition of spouse in 29 C.F.R. §§ 825.102 and 825.122(b) to include all individuals in legal marriages, regardless of where they live. More specifically, the definition of spouse is now a husband or wife as defined or recognized in the state where the individual was married ("place of celebration") rather than where the individual resides, and specifically includes individuals in same-sex and common law marriages. The Final Rule also defines spouse to include a husband or wife in a marriage that was validly entered into outside of the United States if it could have been entered into in at least one state. The new Final Rule went into effect on March 27, 2015.

Adopted 1-13-20

Revised 8-9-21